

AGENDA
BRANDON BOARD OF ALDERMEN & MAYOR
RECESSED REGULAR BOARD MEETING
BUTCH LEE, MAYOR PRESIDING
SEPTEMBER 23, 2024

1. CALL TO ORDER
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENTS AND RECOGNITIONS
4. OLD BUSINESS
 1. Approve the Regular Board Meeting Minutes of September 16, 2024.
5. BUTCH LEE, MAYOR
 1. Append Recessed Board Meeting with appropriate notices.
 2. Consideration to accept a Right-of-Entry Agreement, in the consideration of Ten Dollars, between Optio Realty, LLC and the City of Brandon, Mississippi at 203 S. College Street, Brandon, Mississippi 39042 (Parcel #18J-5--00; PPIN: 032346) and authorize the Mayor to sign and execute agreement.
 3. Consideration to authorize the Mayor to sign four (4) environmental letters that are necessary for the implementation of the CDBG Emerald Sewer Extension Project.
 4. Consideration to approve raising canopy and trimming lower limbs services as a professional services contract to Murphy's Lawn and Landscape, Inc. in the amount of \$7,436.21 along Hwy 80 between College Street and Louis Wilson.
 5. Consideration to approve raising canopy and trimming lower limbs services as a professional services contract to Murphy's Lawn and Landscape, Inc. in the amount of \$7,786.45 along Maxey Drive behind Auto Zone and Live Oaks on the south side of Hwy 80 in front of Mazzio's Pizza.
 6. Consideration to approve the quote from MUSCO Lighting for the emergency sole-source replacement of a non-functioning MUSCO control link for the lights at Shiloh Soccer fields 1-7. The quote is in the amount of \$13,500.00.
 7. Consideration to request the Mississippi Department of Transportation to conduct a traffic study at the intersection of Highway 18 and Sunset Drive, and based on anticipated results of study, request a traffic signal system.
 8. Consideration to accept a donation from Rankin First for funding assistance for Rankin County tourism during the Christmas Holiday Season in the amount of \$10,000.00.
 9. Consideration to proceed with the development of a 6" water line project (including securing all easements and providing fire hydrants and water meters) and permission to bid the project along Alex Seale Lane off Burnham Road.

6. MARY ANN HESS, CITY CLERK

1. Request permission to transfer (1) 2019 Dodge Grand Caravan VIN ending #1597 from Parks and Recreation to General Government, effective immediately.
2. Consideration to approve the lowest and best quote from Puckett Power Systems for generator maintenance at all of our facilities in the amount of \$14,789.00, effective 10/1/24 through 9/30/25. An additional quote was obtained from Nixon Power Services in the amount of \$17,746.00.
3. Consideration to approve the service agreement from Metro Building Services for HVAC equipment maintenance cost of \$38,702.00 with an option for a 2nd coil cleaning of \$1,100.00 and a total annual service agreement cost of \$39,802.00 and approve the Mayor to execute all related documents. An additional quote was received from Environment Masters in the total amount of \$45,647.00.
4. Consideration to approve the lowest and best quote from Rawls Irrigation LLC for installing a new irrigation system and controller along Gray Daniels Blvd. in the amount of \$16,900.00 and authorize the mayor to execute all related documents. An additional quote from received from Love Irrigation in the amount of \$17,884.80.
5. Consideration to approve the final closeout packages for the MCWI/ARPA funded projects and authorize the Mayor to sign and execute the final reimbursement forms.
 1. College Street Waterline Replacement (56-1-DW-5.15)
 2. Waterline Relocation at Hwy 80 & Value Road (60-2-DW-5.15)
 3. Grants Ferry Parkway Sewer Extention (57-2-CW-5.5)
6. Consideration of the adoption of an addendum to the Administration Services Agreement between the City of Brandon and RxBenefits.
7. Consideration to approve:
 - a. Docket of Claims for September 23, 2024.
 - b. Fox Everett claims released on September 19, 2024.
 - c. Electronic fund transfers for September, 2024.

7. CARLY DEARMAN, PUBLIC WORKS DEPARTMENT

1. Consideration to approve Supplemental Agreement No. 1 with Thornton Construction Company, Inc. for the Marquette Road Multi-Use Path Project and authorize execution of the same.
2. Consideration to approve invoice #2041 in the amount of \$124,000.00 from Ivy Testing Service, Inc. for emergency sewer boring repairs near 437 & 439 Greenfield Ridge Circle and authorize payment of the same. This repair was declared an emergency by the Board on 8/19/2024.
3. Consideration to approve the following invoices from Hemphill Construction Company for emergency repairs in the month of July 2024 at FY24 commodity pricing and authorize payment of the same.
 1. 205 West Brandon Court - \$6,834.00 - invoice #H24023-08-53877 - ER sewer repair due to Cspire bore

2. 32 Timber Ridge Drive - \$6,567.00 - invoice #H24023-08-53991 - ER sewer repair due to sewer line issue at road
3. 41 Eastgate Drive - \$11,398.50 - invoice #H24023-08-53649 - ER sewer repair due to collapsed sewer line
4. Consideration to approve the following invoices from Hemphill Construction Company for non-emergency repairs in the month of July 2024 at the FY24 General Construction Services commodity bid pricing and authorize payment of the same.
 1. Parker Cove - \$2,235.00 - invoice #H24023-08-52675 - final invoice for storm drain pipe replacement
 2. Lanoah Lane - \$10,746.00 - invoice #H24023-08-52819 - water leak repair
 3. 406 Briars Bend - \$6,567.00 - invoice #H24023-08-53453 - water leak investigation
 4. 93 Terrapin Drive - \$6,394.00 - invoice #H24023-08-54620 - cross drain replacement for 2024 Overlay Project
 5. Crossgates Drive - \$12,537.00 - invoice #H24023-08-54261 - cross drain replacement for 2024 Overlay Project
5. Consideration to award the quote in the amount of \$44,776.00 to Sullivan Construction Services for the Morrow Orr Drainage Improvements Project.
6. Monthly Report for August 2024:
 1. Water Meter Service Calls: Total #: 768 (Customer Leaks: 674; Other: 94)
 2. Phone Calls thru Answering Service: 4,959
 3. Work Order:
 4. Locates:
 5. Billing:
8. SAM HAWKINS, COMMUNITY DEVELOPMENT
 1. Consideration to approve a development review application submitted by Gilreath Construction for Parcel # I9B-12
 2. Consideration to approve Cornerstone Part 11 final plat.
9. JOSEPH FRENCH, POLICE CHIEF
 1. Requesting to change Jesse Beeman from a Patrol Officer Trainee to a Patrol Officer and adjust his rate of pay in accordance with the memo effective September 23, 2024.
 2. Requesting permission for a check to the Missouri State Highway Patrol in the amount of \$194,000.00 for the purchase of one (1) 2017 Harley-Davidson, six (6) 2021 Dodge Chargers, and two (2) 2023 Dodge Chargers.
 3. Request permission for Mayor Butch Lee and City Clerk Mary Ann Hess to sign the School Law Enforcement Officer Agreement for the FY24-FY25 school year.
10. ADJOURN

MINUTES OF THE REGULAR BOARD MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BRANDON, MISSISSIPPI
OF SEPTEMBER 16, 2024
MAYOR BUTCH LEE, MAYOR PRESIDING

1. CALL TO ORDER - Mayor Lee and Aldermen Farris, Vinson, Middleton, Coker, Womack, Williams, and Craine were present.
2. INVOCATION AND PLEDGE OF ALLEGIANCE – Alderman Vinson gave the invocation and Alderman Craine led the Pledge of Allegiance.
3. PUBLIC COMMENTS AND RECOGNITIONS – None.
4. OLD BUSINESS
 1. Approve the Work Session and Regular Board Meeting Minutes of September 3, 2024 and September 13, 2024.

Alderman Womack made the motion to approve agenda item 4.1, seconded by Alderman Coker and upon unanimous vote the motion carried.

5. BUTCH LEE, MAYOR

1. Approve a professional services agreement with MCE, LLC d/b/a CompleteFitness for gym access for all employees, first finding that the same is in the best interest for the health and fitness of the City's employees and authorize the Mayor to execute the same.
2. Authorize Community Development Director to provide Rankin County a zoning/conditional use letter regarding last action, letter dated September 16, 2024.

Alderman Farris made the motion to approve agenda items 5.1 and 5.2, in accordance with the memo from the Mayor's office which are appended hereto, seconded by Alderman Vinson and upon unanimous vote the motion carried.

6. MARY ANN HESS, CITY CLERK

1. Approve:
 - a. Docket of Claims for September 16, 2024.
 - b. Fox Everett claims released on September 5, 2024.

Alderman Williams made the motion to approve agenda items 6.1(a)&(b), in accordance with the memos of the City Clerk's office which are appended hereto, seconded by Alderman Coker and upon unanimous vote the motion carried.

7. RECESS

Alderman Womack made the motion to recess the Regular Board Meeting to September 23, 2024 at 6:00 p.m., seconded by Alderman Vinson and upon unanimous vote the motion carried.

Minutes approved this the 23rd day of September 2024.

Hon. Butch Lee, Mayor

Attest:

Hon. Mary Ann Hess, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 09/23/2024
SUBJECT: RECESSED BOARD MEETING

Append Recessed Board Meeting with appropriate notices.

ATTACHMENTS:

1. Recessed Meeting Notice 91624
2. Recessed Meeting Notice 92324



MAYOR BUTCH LEE

NOTICE
OF
RECESS BOARD MEETING

TO BE HELD AT THE CITY OF BRANDON CITY HALL BOARDROOM

1000 MUNICIPAL DRIVE

6:00 O'CLOCK PM ON THE 23RD DAY OF SEPTEMBER 2024

THIS THE 16TH DAY OF SEPTEMBER 2024.

MARY ANN HESS

CITY CLERK

Posted by Mary Ann Hess, City Clerk, on the bulletin board at Brandon City Hall at 6:15 p.m., transmitted a copy of the notice via email or facsimile not less than one (1) hour before the meeting to all citizens and publications, broadcast or digital media, with a general circulation or coverage with the city's jurisdiction that has submitted its interest to receive these notifications on the 16th day of September 2024.



MAYOR BUTCH LEE

NOTICE
OF
RECESSED BOARD MEETING

TO BE HELD AT THE CITY OF BRANDON CITY HALL BOARDROOM
1000 MUNICIPAL DRIVE

6:00 O'CLOCK PM ON THE 23RD DAY OF SEPTEMBER 2024

(A CONTINUATION OF AGENDA OF SEPTEMBER 16, 2024)

THIS THE 16TH DAY OF SEPTEMBER 2024.

MARY ANN HESS
CITY CLERK

Posted by Mary Ann Hess, City Clerk, on the bulletin board at Brandon City Hall at 1:32 p.m., transmitted a copy of the notice via email or facsimile not less than one (1) hour before the meeting to all citizens and publications, broadcast or digital media, with a general circulation or coverage with the city's jurisdiction that has submitted its interest to receive these notifications on the 23RD day of September 2024.

E-Mail / Fax

September 23, 2024

Hon. Sharon Womack, Alderman at Large
Hon. Jarrad Craine, Alderman Ward 1
Hon. Cris Vinson, Alderman Ward 2
Hon. Harry Williams, Alderman Ward 3
Hon. Lu Coker, Alderman Ward 4
Hon. Dwight Middleton, Alderman Ward 5
Hon. David Farris, Alderman Ward 6

**RE: NOTICE OF RECESSED BOARD MEETING – SEPTEMBER 23, 2024 AT 6:00 P.M.,
CITY OF BRANDON CITY HALL BOARDROOM
1000 MUNICIPAL DRIVE, BRANDON, MS**

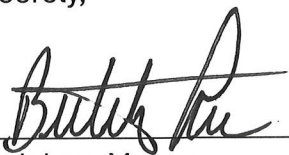
Dear Members of the Board of Aldermen:

Pursuant to Miss. Code Ann. Section 21-3-21, by this written notice I am calling the Recessed Board Meeting of the Mayor and Board of Aldermen for the purpose of consideration of a continuation of the agenda items from September 23, 2024, which in my opinion is important business of the City of Brandon, requiring the calling of this Recessed Board Meeting. The board meeting will be held September 23, 2024 at 6:00 p.m., at the City of Brandon City Hall Boardroom, 1000 Municipal Drive, Brandon, MS. I hope that the same will not disrupt your busy schedules.

By this notice I am providing facsimile of e-mail of the same for service upon those of you, at least three (3) hours prior to the time for the recessed board meeting. I hereby direct that the original of this notice together with endorsement of service upon the individual aldermen be posted as listed below.

Thanking you in advance, I am

Sincerely,


Butch Lee, Mayor

2:00 pm
Time

Posted by Mary Ann Hess, City Clerk, on the bulletin board at Brandon City Hall at 2:00 p.m., transmitted a copy of the notice via email or facsimile not less than one (1) before the meeting to all citizens and publications, broadcast or digital media, with a general circulation or coverage with the city's jurisdiction that has submitted its interest these notifications on the 23rd day of September 2024.





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 09/20/2024
SUBJECT: CONSIDERATION TO ACCEPT A RIGHT-OF-ENTRY AGREEMENT

Consideration to accept a Right-of-Entry Agreement, in the consideration of Ten Dollars, between Optio Realty, LLC and the City of Brandon, Mississippi at 203 S. College Street, Brandon, Mississippi 39042 (Parcel #18J-5--00; PPIN: 032346) and authorize the Mayor to sign and execute agreement.

ATTACHMENTS:

1. STATE OF MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF RANKIN

RIGHT-OF-ENTRY AGREEMENT

For and in consideration of Ten Dollars, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Optio Realty, LLC ("Grantor") and the City of Brandon, Mississippi do hereby enter into this Right-of-Entry Agreement ("Agreement"), and intending to be legally bound, do hereby covenant and agree as follows:

Grantor represents that it is the owner of that certain real property commonly known by its postal address of 203 S. College Street, Brandon, MS 39042 and bearing the Parcel Number I8J-5—00 (PPIN: 032346) (the "Property"). Grantor does hereby grant temporary permission to the City of Brandon, its agents, contractors, subcontractors, or employees (collectively the "City") to enter upon the Grantor's Property described in Exhibit "A" attached hereto, for the purpose of construction of a public parking area, also known as Dining/Poindexter Parking Lot Improvements Project. The temporary right-of-entry granted herein is limited to that access and disturbance reasonably necessary for the purposes stated above and shall not be considered public rights-of-way. The right-of-entry granted herein shall terminate sixty (60) days after the completion of the Project by the contractor and acceptance by the City.

The City represents, warrants, covenants and agrees that it, at its sole expense and prior to acceptance of the Project by the City, will repair and replace any and all damage to the surrounding grass area, if any, which is sustained due to the actions of the City and return the surface of the Property, as near as possible, subject to Project improvements, to its pre-disturbance, pre-damaged, and original condition. Photographs and video of the proposed work area and the adjacent property areas will be gathered and used as documentation for the existing condition.

Grantor is not conveying any permanent interest and/or title to the Property but is merely granting the rights and privileges herein-above set forth, subject to the conditions set forth herein-above. This Agreement is not and shall not be construed, interpreted, or enforced as a dedication of all or any portion of the Grantor's Property to public use or to the private use of any party other than Grantor.

Grantor has been fully advised of and accordingly waives any rights, if any, under the provisions of MCA Section 43-37-1 et. Seq. and 42 U.S.C. Section 4601 et. Seq. and 49 CFR 1.48 (cc).

The City shall, at all times during its use of the Property, cause its contractor on the Project to carry General Liability Insurance.

Witness our signatures this the 19th day of September, 2024.

GRANTOR:

OPTIO REALTY, LLC

By: 
Name Title

GRANTEE:

CITY OF BRANDON, MISSISSIPPI

By: _____
Butch Lee, Mayor

STATE OF MISSISSIPPI
COUNTY OF Washington

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 19th day of September, 2024, within my jurisdiction, the within named Ryan McBaughery, who states that he/she is the Partner / Member (Title) of Optio Realty, LLC and in that capacity and as a legal representative of said entity and that for and on behalf of the said entity and as its act and deed he executed and delivered the above and foregoing instrument, after having been first duly authorized by said entity so to do.



STATE OF MISSISSIPPI
COUNTY OF RANKIN

GIVEN under my hand and official seal of office on this the 19th day of September
Melissa G. Jenkins
NOTARY PUBLIC

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the ____ day of _____, 2024, within my jurisdiction, the within named Butch Lee, who acknowledged that he is the Mayor of the City of Brandon, Mississippi, a Mississippi Municipality, and who acknowledged to me that he executed, signed and delivered the above and foregoing instrument on the day and year therein mentioned, for and on behalf of the said City of Brandon, a Mississippi Municipality, after having been first duly authorized by said Municipality so to do.

GIVEN under my hand and official seal of office on this the ____ day _____, 2024.

NOTARY PUBLIC

(Seal)



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 09/20/2024
SUBJECT: CDBG - 4 TRIBAL ENVIRONMENTAL LETTERS

Consideration to authorize the Mayor to sign four (4) environmental letters that are necessary for the implementation of the Emerald Sewer Extension Project (CDBG).

ATTACHMENTS:

1. 2189_001



MAYOR BUTCH LEE

October 4, 2024

Cyrus Ben, Chief
Mississippi Band of Choctaw Indians
101 Industrial Road
Choctaw, MS 39350

Re: City of Brandon
Community Development Block Grant Project

Dear Chief Ben,

The City of Brandon, located in Rankin County, Mississippi, will be considered for funding to replace faulty sewer lines in the Emerald City Community from federal funds provided by the US Department of Housing and Urban Development. The City of Brandon has assumed environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

Please review the enclosed information to help identify historic properties in the project area that may have religious and cultural significance to your tribe, and if such properties exist, to help assess how the project might affect them. If the project might have an adverse effect, we would like to discuss possible ways to avoid, minimize or mitigate potential adverse effects.

To meet project timeframes, if you would like to be a consulting party on this project, can you please let us know of your interest within 30 days? If you have any initial concerns with impacts of the project on religious or cultural properties, can you please note them in your response?

We value your assistance and look forward to consulting further if there are historic properties of religious and cultural significance to your tribe that may be affected by this project. Should you have any questions or need any additional information, please do not hesitate to contact the City of Brandon with any requests. Thank you for your assistance with this project.

Sincerely,

Butch Lee
Mayor
City of Brandon



MAYOR BUTCH LEE

October 4, 2024

Jonathan Cernek, Chairman
Coushatta Tribe of Louisiana
1940 C.C. Bel Road
Elton, LA 70532

Re: City of Brandon
Community Development Block Grant Project

Dear Chairman Cernek,

The City of Brandon, located in Rankin County, Mississippi, will be considered for funding to replace faulty sewer lines in the Emerald City Community from federal funds provided by the US Department of Housing and Urban Development. The City of Brandon has assumed environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

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Sincerely,

Butch Lee
Mayor
The City of Brandon

CC: Kristian Poncho, THPO



October 4, 2024

MAYOR BUTCH LEE

Gary Batton, Chief
Choctaw Nation of Oklahoma
1802 Chukka Hina Drive
Durant, OK 74701

Re: City of Brandon; Community Development Block Grant Project

Dear Chief Batton,

The City of Brandon, located in Rankin County, Mississippi, will be considered for funding to replace faulty sewer lines in the Emerald City Community from federal funds provided by the US Department of Housing and Urban Development. The City of Brandon has assumed environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

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We value your assistance and look forward to consulting further if there are historic properties of religious and cultural significance to your tribe that may be affected by this project. Should you have any questions or need any additional information, please do not hesitate to contact the City of Brandon with any requests. Thank you for your assistance with this project.

Sincerely,

Butch Lee
Mayor, City of Brandon

CC: Ian Thompson, THPO



MAYOR BUTCH LEE

October 4, 2024

Joseph Byrd, Chairman
Coushatta Tribe of Texas
571 State Park Road 56
Livingston, TX 77351

Re: City of Brandon
Community Development Block Grant Project

Dear Chairman Byrd,

The City of Brandon, located in Rankin County, Mississippi, will be considered for funding to replace faulty sewer lines in the Emerald City Community from federal funds provided by the US Department of Housing and Urban Development. The City of Brandon has assumed environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

Please review the enclosed information to help identify historic properties in the project area that may have religious and cultural significance to your tribe, and if such properties exist, to help assess how the project might affect them. If the project might have an adverse effect, we would like to discuss possible ways to avoid, minimize or mitigate potential adverse effects.

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We value your assistance and look forward to consulting further if there are historic properties of religious and cultural significance to your tribe that may be affected by this project. Should you have any questions or need any additional information, please do not hesitate to contact The City of Brandon with any requests. Thank you for your assistance with this project.

Sincerely,

Butch Lee
Mayor
The City of Brandon

CC: Bryant Celestine, THPO



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 09/18/2024
SUBJECT: PROFESSIONAL SERVICES CONTRACT - MURPHY'S LAWN & LANDSCAPE

Consideration to approve raising canopy and trimming lower limbs services as a professional services contract to Murphy's Lawn and Landscape, Inc. in the amount of \$7,436.21 along Hwy 80 between College Street and Louis Wilson.

ATTACHMENTS:

1. Est_14646_from_Murphys_Lawn__Landscape_Inc._13000

Murphy's Lawn & Landscape, Inc.

P.O. Box 2342
Brandon, MS 39043

Estimate

Date	Estimate #
9/16/2024	14646

Name / Address
City of Brandon Attention: Mayor Lee

Description	Qty	Cost	Total
To raise canopy and trim lower limbs on trees along Hwy 80 between College St. and Louis Wilson as directed. PO#	1	7,436.21	7,436.21
Total		\$7,436.21	

Customer Signature _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 09/18/2024
SUBJECT: PROFESSIONAL SERVICES CONTRACT - MURPHY'S LAWN & LANDSCAPE

Consideration to approve raising canopy and trimming lower limbs services as a professional services contract to Murphy's Lawn and Landscape, Inc. in the amount of \$7,786.45 along Maxey Drive behind Auto Zone and Live Oaks on the south side of Hwy 80 in front of Mazzio's Pizza.

ATTACHMENTS:

1. Est_14648_from_Murphys_Lawn__Landscape_Inc._15180

Murphy's Lawn & Landscape, Inc.

P.O. Box 2342
Brandon, MS 39043

Estimate

Date	Estimate #
9/18/2024	14648

Name / Address
City of Brandon Attention: Mayor Lee

Description	Qty	Cost	Total
To raise canopy and trim lower limbs on trees along Maxey Drive behind Auto Zone and Live Oaks on southside of Hwy 80 in front of Mazzio's Pizza PO#	1	7,786.45	7,786.45
Total			\$7,786.45

Customer Signature _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: JENNIFER BYRD
DATE: SEPTEMBER 23, 2024
BOARD AGENDA: SEPTEMBER 23, 2024
SUBJECT: **MUSCO LIGHTING**

Brandon Parks and Recreation is asking for the approval to issue a purchase order in the amount of \$13,500.00 to hire MUSCO Lighting, LLC to replace a non-functioning MUSCO control link for the lights at Shiloh soccer fields 1 – 7. The purchase includes a 10-year warranty from MUSCO.

The MUSCO control link is available from only one source, and the equipment is a single source item as referenced in MCA Section 31-7-13(m)(viii). See single-source letter attached. MUSCO Lighting, LLC is the exclusive designer, manufacturer and sole source provider of the control link system and its components.

In this regard, all of the soccer field lighting the City is exclusively by MUSCO products, the MUSCO control link must be used on MUSCO poles. Without the MUSCO control link the poles will not function correctly or speak to the MUSCO app the Parks' Department uses to remotely turn on and off and scheduling of lights. If the City opted to use a control link by a different manufacturer, the City would also have to replace the poles at considerable additional expense. I have conferred with other lighting companies and they will not install their control links into another company's pole.

In addition, the non-functioning control link is affecting scheduling and causing additional repair expenses. It is also affecting operations as the app is not working to manage the lighting, leading to additional expense to the city. As such, the repairs are required for immediate restoration of a condition of public equipment and is advisable to enable the use of existing equipment of which the MUSCO control link is integral thereto and in this instance the delay incident to obtaining competitive bids could cause adverse impact upon the governing authorities and its citizens and accordingly the situation is also an emergency as referenced in MCA Section 31-7-13(k).

ATTACHMENTS: MUSCO INVOICE AND SINGLE-SOURCE LETTER

Control-Link® Control System Quote

Date: September 3, 2024
Expiration date: December 1st, 2024
To: Carrie Drummond

Project: Shiloh Park Soccer
Brandon, MS
Musco Project Number: 146259

Quotation Price – Materials Delivered to Job Site and Installation

Controls Equipment with Installation and 10 Years of Warranty and Communication Fees: \$ 13,500.00

* Plus applicable sales tax.

Musco proposes the following:

Equipment:

- (1) Remote Equipment Controller (REC)
- (7) Off/On/Auto Switches (mounted in the cabinet door)
 - Zone 1: Soccer 1
 - Zone 2: Soccer 2
 - Zone 3: Soccer 3
 - Zone 4: Soccer 4
 - Zone 5: Soccer 5
 - Zone 6: Soccer 6
 - Zone 7: Soccer 7
- 10-year parts /10-year labor warranty on all equipment
- All freight costs

Installation:

- Turnkey installation of all components by Musco Sports Lighting Technicians
- Activation and testing of systems to ensure all units are fully functional and operational

10 Years Control-Link Central™ remote facility management services (CLC)

- 24/7 toll free access to CLC Customer Call Center Operators
- Access to Musco CLC Scheduling Website
- REC operations and Website Training for your scheduling staff

Notes

- Price assumes contactors exist. If contactors are required, they can be purchased at an additional cost to be installed by others.

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco. Freight Charges have been included in the above prices. Sales tax is NOT included as part of this quote.

Delivery Timing

4 - 6 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details.

Licenses and Permits

MUSCO, a non-union organization, requires the customer to arrange and secure all licenses, permits and/or applicable labor contracts with local authorities. MUSCO shall not be held responsible for local union labor and any permits, if required.

Nonliability

Before Musco enters the Property to set up its equipment under this Agreement, Customer must notify Musco of any landscaping or surface areas that are to be avoided by Musco in setting up its equipment. Absent Musco's negligence or willful misconduct, Musco is not, at any time or to any extent, liable, responsible or in any way accountable for any loss, injury, death or damage to persons or property, from any cause that at any time may be suffered or sustained by Customer, or by any person on or about the Property arising out of the entry or activities on the Property by Musco, or any person or persons permitted on the Property by Musco.

If you have any questions regarding the quotation, please call me at 641-673-2682.

Sincerely,



Gene Fynaardt
Service and Parts Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
E-mail: gene.fynaardt@musco.com



100 1st Ave West • PO Box 808 • Oskaloosa, IA 52577
Phone: (800) 825-6020 • Fax: (888) 397-8736

09/16/2024

City of Brandon, MS (Shiloh Park Control Link)
105 Kennedy Farm Parkway
Brandon, MS 39042
ATTN: Jennifer Byrd

RE: Musco Control-Link System and Components

Dear Jennifer,

For more than 40 years, Musco has specialized in sports-lighting. Musco's Control-Link Retrofit system provides flexible control and solid management of your facilities, saving operating costs and improving service to your community. The technology engineered into the system is unsurpassed in the marketplace, making Musco the only manufacturer that provides a factory-tested, reliable, industrial strength product with high-speed two-way communication.

The following key features are incorporated into our product design and are unavailable from any other manufacturer:

Product Features

True status feedback available on all manual override switches; Individually fused relays; Two-way high-speed communication system allows constant monitoring of control unit, schedules, switches and contactors

Scheduling Features

Simple pass code scheduling via the internet, phone, fax, or email; Ability to schedule multiple fields at one time for multiple days in advance; No limitations to advance scheduling; Ability to add User Group information for tracking field usage

Customer Support

24 hour call center with live staff to answer all calls and verify that schedules have processed; Immediate on/off is processed through call center and validates that correct field is turned on or off; Real time monitoring of all schedules to insure they have processed; Complete control of scheduler information via the website including security codes

Reporting

Complete history of all usage is available via the website. Breakdown by facility, field, date range and user groups; Reports available in electronic format.

Musco is the designer, manufacturer, and sole source provider of the Control-Link Retrofit system, as well as all Control-Link system components. The Control-Link Retrofit system, and replacement parts / service for this system are only available through Musco Sports Lighting, LLC.

If you need additional information or have further questions regarding our products, please contact me at 641-673-2682.

Sincerely,

A handwritten signature in black ink that reads "Gene Fynaardt".

Gene Fynaardt
Lighting Services Sales Representative
Musco Lighting LLC



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 09/23/2024
SUBJECT: TRAFFIC STUDY AT THE INTERSECTION OF HWY 18 AND SUNSET DRIVE

Consideration to request the Mississippi Department of Transportation to conduct a traffic study at the intersection of Highway 18 and Sunset Drive, and based on anticipated results of study, request a traffic signal system.

ATTACHMENTS:

1. MDOT Hwy. 18 and Sunset Resolution
2. MDOT Hwy. 18 and Sunset Resolution

RESOLUTION OF THE CITY OF BRANDON, MISSISSIPPI, REQUESTING THE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A TRAFFIC
SIGNAL AT THE INTERSECTION OF HIGHWAY 18 AND SUNSET DRIVE

WHEREAS, the safety and well-being of our citizens and visitors is of paramount importance to the City of Brandon, Mississippi (the "City"); and

WHEREAS, the intersection of Highway 18 and Sunset Drive within the City has been identified as a location of significant safety concern due to high traffic volume, cross-traffic, limited visibility, and a history of accidents; and

WHEREAS, the City has received numerous complaints and concerns from citizens regarding the danger posed by this intersection; and

WHEREAS, the installation of a traffic signal at this intersection would significantly improve traffic safety, reduce the risk of accidents, and enhance overall traffic flow; and

WHEREAS, the Mississippi Department of Transportation has the authority to evaluate, design, and construct traffic signals on state highways; and

WHEREAS, the City is ready, willing and able to design and construct the same, subject to the permission of the Mississippi Department of Transportation to proceed accordingly, and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANDON, MISSISSIPPI, AS FOLLOWS:

SECTION 1. The City hereby formally requests that the Mississippi Department of Transportation conduct, or in the alternative authorize the City to conduct, a thorough traffic study of the intersection of Highway 18 and Sunset Drive.

SECTION 2. Based on the anticipated results of said study, the City further requests that the Mississippi Department of Transportation design and construct an appropriate traffic signal system at the aforementioned intersection to improve safety and traffic flow, or in the alternative authorize the City to design and construct the same.

SECTION 3. The Mayor is hereby authorized and directed to forward a copy of this resolution to the Mississippi Department of Transportation, our local State Representatives and State Senators, and any other appropriate officials or agencies.

SECTION 4. This Resolution shall be effective immediately upon its adoption.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman _____, seconded by Alderman _____, and was adopted by the following vote, to-wit:

ALDERMAN FARRIS	Voted: _____
ALDERMAN MIDDLETON	Voted: _____
ALDERMAN WOMACK	Voted: _____
ALDERMAN COKER	Voted: _____
ALDERMAN WILLIAMS	Voted: _____
ALDERMAN VINSON	Voted: _____
ALDERMAN CRAINE	Voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, this on the ____ day of September, 2024.

APPROVED:

BUTCH LEE, MAYOR

ATTEST:

MARY ANN HESS, CITY CLERK

RESOLUTION OF THE CITY OF BRANDON, MISSISSIPPI, REQUESTING THE MISSISSIPPI
DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A TRAFFIC SIGNAL AT THE
INTERSECTION OF HIGHWAY 18 AND SUNSET DRIVE

WHEREAS, the safety and well-being of our citizens and visitors is of paramount importance to the City of Brandon, Mississippi (the “City”); and

WHEREAS, the intersection of Highway 18 and Sunset Drive within the City has been identified as a location of significant safety concern due to high traffic volume, cross-traffic, limited visibility, and a history of accidents; and

WHEREAS, the City has received numerous complaints and concerns from citizens regarding the danger posed by this intersection; and

WHEREAS, the installation of a traffic signal at this intersection would significantly improve traffic safety, reduce the risk of accidents, and enhance overall traffic flow; and

WHEREAS, the Mississippi Department of Transportation has the authority to evaluate, design, and construct traffic signals on state highways; and

WHEREAS, the City is ready, willing and able to design and construct the same, subject to the permission of the Mississippi Department of Transportation to proceed accordingly, and

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ALDERMAN MIDDLETON	Voted: _____
ALDERMAN WOMACK	Voted: _____
ALDERMAN COKER	Voted: _____
ALDERMAN WILLIAMS	Voted: _____
ALDERMAN VINSON	Voted: _____
ALDERMAN CRAINE	Voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, this on the ____ day of September, 2024.

APPROVED:

BUTCH LEE, MAYOR

ATTEST:

MARY ANN HESS, CITY CLERK



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 09/23/2024
SUBJECT: DONATION - RANKIN FIRST

Consideration to accept a donation from Rankin First for funding assistance for Rankin County tourism during the Christmas Holiday Season in the amount of \$10,000.00.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 09/23/2024
SUBJECT: **PERMISSION TO BID THE PROJECT ALONG ALEX SEALE LANE OFF
BURNHAM ROAD.**

Consideration to proceed with the development of a 6" water line project (including securing all easements and providing fire hydrants and water meters) and permission to bid the project along Alex Seale Lane off Burnham Road.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/12/2024
SUBJECT: TRANSFER OF VEHICLE

Request permission to transfer (1) 2019 Dodge Grand Caravan VIN ending #1597 from Parks and Recreation to General Government, effective immediately.

ATTACHMENTS:

1. Dodge Grand Caravan



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 06/29/2023
SUBJECT: PURCHASE REQUEST-TWO (2) 2019 DODGE GRAND CARAVANS

Request permission to purchase two (2) 2019 Dodge Grand Caravans from Noel Daniels Motor Company in the amount of \$42,470.00 as the lowest and best quotes received and amend the budgets accordingly. The vans will be used for amphitheater and inmate laborer transportation.

Additional quotes were received from Dale Howard Auto Center in the amount of \$22,000.00 and San Leandro Chrysler in the amount of \$20,995.00. The cost of delivery (minimum of \$500) would exceed the quote provided by Noel Daniels Motor Company.

004-500-740 - \$21,235.00

* 001-340-740 - \$21,235.00

ATTACHMENTS:

1. 20230629102822

BILL OF SALE

DATE: 6/15/2023

STOCK #: KR691597

BUYER INFORMATION:

CITY OF BRANDON
1000 MUNICIPAL DR
BRANDON, MS 39042

HOME: 601-825-5021 CELL:

D.L./STATE ID #: 1234578

D.O.B.: 01/01/90

COUNTY: RANKIN

WORK:

STATE: MS EXP. DATE: 1/01/23

SELLER INFORMATION:

NOEL DANIELS MOTOR COMPANY
219 WOODGATE DR
BRANDON, MS 39042
769-300-8565

SALESPERSON: FLOYD SHERMAN

VEHICLE INFORMATION:

YEAR: 2019

COLOR 1: GRAY

OTHER MARKS:

MAKE: DODGE

COLOR 2:

MODEL: GRAND CARAVAN

TRANS.: AUTO

VIN: 2C4RDGCG9KR691597

STYLE: SXT

MILEAGE: 85099

CYLINDER: 6

BODY: 4DR

STOCK#: KR691597

TRADE-IN INFORMATION:

YEAR:

MILEAGE:

MAKE:

BODY:

MODEL:

COLOR:

VIN:

BALANCE OWED TO:

BALANCE OWED: \$ 0.00 GOOD THROUGH:

ALLOWANCE: \$ 0.00 QUOTED BY:

INSURANCE INFORMATION:

COMPANY:

AGENT:

PHONE:

POLICY #:

LIEN HOLDER INFORMATION:

COMPANY:

STREET:

CITY, STATE, ZIP:

REMARKS:

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

SETTLEMENT

VEHICLE PRICE 20,800.00

Document/Service Fee 425.00

A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW, HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE PREPARATION, HANDLING AND PROCESSING OF DOCUMENTS AND THE PERFORMANCE OF SERVICES RELATED TO THE SALE OR LEASE OF A MOTOR VEHICLE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION.

SUBTOTAL 21,225.00

Sales Tax: N/A

Tag and Title Fee: 10.00

Payoff on Trade-in: N/A

TOTAL DUE 21,235.00

TRADE-IN ALLOWANCE N/A

DEPOSIT N/A

DOWN PAYMENT 21,235.00

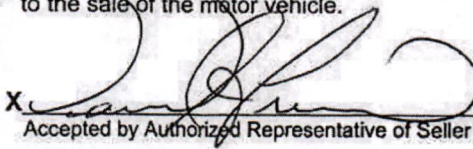
TOTAL CREDIT 21,235.00

☒ Cash ☐ Finance

BALANCE DUE 0.00

If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).

Buyer hereby declares that they are of legal age to transact business and that no unfair inducement has been made by Seller. This Agreement and the related documents that Buyer signs contemporaneously with this Agreement, including any retail installment contract, contain the entire agreement between Buyer and Seller and cancels and supersedes any prior agreement including oral agreements relating to the sale of the motor vehicle.

X  6/15/23
Accepted by Authorized Representative of Seller Date

X 6/15/23
Buyer Date

X N/A
Co-Buyer Date



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 08/29/2024
SUBJECT: ANNUAL GENERATOR CONTRACT

Consideration to approve the lowest and best quote from Puckett Power Systems for generator maintenance at all of our facilities in the amount of \$14,789.00, effective 10/1/24 through 9/30/25. An additional quote was obtained from Nixon Power Services in the amount of \$17,746.00.

ATTACHMENTS:

1. Memo_Generator Service Agreement-FY25_082924
2. Quote_Puckett Power-Generator FY25
3. Quote_Nixon Power Services-Generator FY25



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS, CITY CLERK
JODY COMPTON, FACILITIES MANAGER
BOARD AGENDA: SEPTEMBER 16, 2024
SUBJECT: ANNUAL GENERATOR MAINTENANCE SERVICE AGREEMENT

Asking for your consideration to approve the quote from Puckett Power Systems, shown below, for generator maintenance at all our facilities in the amount of \$14,789.00 to be effective 10/1/24 thru 9/30/25.

We received an additional quote and recommend Puckett Power Systems as the lowest and best quote and authorize the mayor to execute all related documents.

- Puckett Power Systems - \$14789.00 GL Code 001-092-600

Additional quote received from:

- Nixon Power Services -\$17,746.00

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS

- Puckett Power Systems, Quote
- Nixon Power Services, Quote

City of Brandon
Attn: Jody Compton
1000 Municipal Drive
Brandon, MS 39042

Quote # 20240819JT
August 19, 2024

Re: SEMI ANNUAL SERVICE AGREEMENT

Jody,

We are pleased to quote you the following for preventive maintenance on the generators listed below for your facilities throughout Brandon, MS.

Manufacturer / KW	Model	Serial Number	Location	Level 1	Level 2	Sub-Total
CAT 250kw	C9	RG300115	North Street Well	\$215	\$995	\$1,210
Kohler 200kw	200REOZJD	2187019	City Hall	\$215	\$995	\$1,210
Kohler 150kw	150ROZJ	703859	Chamber Well behind Trustcare	\$215	\$915	\$1,130
Kohler 250kw	250REOZD	0656540	Appleridge	\$315	\$970	\$1,285
Kohler 300kw	300REOZDD	2168019	Overby	\$315	\$994	\$1,309
Taylor 400kw	TD400	25767	Marquette	\$305	\$1,250	\$1,555
Taylor 400kw	TD400	25768	HWY 468	\$305	\$1,250	\$1,555
Taylor 400kw	TD400	32544	Crossgates	\$305	\$1,250	\$1,555
Kohler 75kw	75ROZ71	113798	Fire Station # 1 629 Marquette Road	\$215	\$590	\$805
Kohler 60kw	60REZGB	SGM32FG2N	Fire Station #2 6577 Grants Ferry Road	\$215	\$400	\$615
Kohler 60kw	60REZGB	SGM32FG2P	Fire Station #3 147 Kennedy Farm Parkway	\$215	\$400	\$615
Kohler 60kw	60REZGB	SGM32FG2R	Fire Station #4 1058 Star Road	\$215	\$400	\$615
Kohler 38kw	38RCL	SGM32DCX9	Fire Station #5 Woodgate Drive	\$215	\$450	\$665
Onan 60kw	C60 N6	F190589071	Police Department 1455 W Government St	\$215	\$450	\$665
SUB-TOTAL						\$14,789



Puckett Power Systems is DNV-GL Certified "Platinum" For Caterpillar Marine Service Excellence.

Level One Service – Performed at Six months

The Level One service includes a complete inspection of the generator, inspection of the engine cooling, lube oil, fuel, air intake and exhaust, starting and control systems.

Level Two Service – Performed Annually

The Level Two service includes a complete Level One service plus changing the lube oil filter, lube oil and both the primary and secondary fuel filters. Perform an Oil and FAT 1 Fuel Sample.

Payment:

Services will be invoiced upon completion of work. If your business requires a Purchase Order for payment, a Purchase Order must be issued at the beginning of service.

Termination:

Either party may terminate this agreement with a thirty day written notice.

Customer Authorization: _____

Customer Purchase Order: _____

Date: _____

Customer Contact: _____

Phone: _____

Jason Turman
Product Support
Power Systems



Puckett Power Systems

Mobile: (601) 978-0297

Email: jason.turman@puckettpower.com



Planned Maintenance Agreement Renewal

Date: 08/23/2024

Contract #: PM1507-1 thru 14

From: Lynne Gunther
Company: Nixon Power
Address: 7777 Northshore Place
City/State/Zip: North Little Rock, AR 72118
Phone: 501-537-8456
Email: lgunther@nixonpower.com

To: Jody Compton
Company: City of Brandon
Address: 1000 Municipal Drive
City/State/Zip: Brandon, MS 39042
Phone: 601-383-4305
Email: jcompton@brandonms.org

I am pleased to present the following 1-year planned maintenance agreement for your consideration.

Equipment Covered:

- See attached Exhibit "A" equipment list of 14 generators and pricing

Services Provided:

- Annual Service: includes oil change, oil filter change, primary and secondary fuel filter change (if applicable).
- Semi-Annual Inspection
- Fuel and Oil Sample

Term: 1 Year Total Price: \$17,746.00

Clarifications:

1. Pricing does not include applicable sales taxes.
2. Pricing is valid for thirty (30) days from date of proposal.
3. **Agreement valid 10/1/2024 thru 9/30/2025.**
4. The person signing is doing so in accordance with the terms and conditions.

If this agreement meets with your approval, please return a signed and dated copy to lgunther@nixonpower.com. Thank you for the opportunity to be of service. If you have any questions, do not hesitate to call me at 501-537-8456.

Sign

Date

P.O. (if applicable)



Planned Maintenance Agreement

Planned Maintenance Performed	Service	Inspection
Perform walk around inspection	✓	✓
Check coolant level; add as needed	✓	✓
Check coolant lines, radiator, radiator cap, and water pump	✓	✓
Change coolant filters	✓	
Check belts; tighten if necessary	✓	✓
Check block heater for proper operation	✓	✓
Check oil level; add as needed	✓	✓
Check lubricating system gaskets	✓	✓
Change oil and oil filters	✓	
Check bearings for grease loss; add if necessary	✓	✓
Check crankcase breather; clean if necessary	✓	✓
Check air filters; clean if necessary	✓	✓
Check air intake piping for loose connections	✓	✓
Check turbocharger for excessive end play clearance	✓	✓
Check battery connections; tighten if necessary	✓	✓
Check battery terminals; clean if necessary	✓	✓
Perform battery conductance test	✓	✓
Check battery charger for proper operation	✓	✓
Check ignition system (gaseous engines)	✓	✓
Check fuel lines, fuel vents, and fuel pump (diesel engines)	✓	✓
Change fuel filters (diesel engines)	✓	
Check exhaust system for signs of wet stacking (diesel engines)	✓	✓
Check alternator accessible components	✓	✓
Check generator leads and voltage regulator wiring; secure if necessary	✓	✓
Check for firmware updates; apply if necessary	✓	✓
Perform visual inspection of ATS	✓	✓
Check line-to-line and line-to-neutral for all phases	✓	✓
Perform start test from generator (without load)	✓	✓
Check for abnormal noise or vibration	✓	✓
Check controller for proper engine monitoring data levels	✓	✓
Check controller for proper generator monitoring data levels	✓	✓
Check ECM for proper operation	✓	✓
Check output voltage and frequency; adjust if necessary	✓	✓
Check all safety shutdowns	✓	✓
Confirm unit is in automatic mode	✓	✓
Check for rodent infestation	✓	✓
Ensure enclosure doors are shut and locked	✓	✓

TERMS AND CONDITIONS

Nixon Power is herein referred to as the "SERVICE CONTRACTOR" and the customer purchasing goods and/or services ("Goods") from SERVICE CONTRACTOR is referred to as the "OWNER". These Terms and Conditions, price list or schedule, quotation, acknowledgement, SERVICE CONTRACTOR's scope of work, or invoice from SERVICE CONTRACTOR relevant to the sale of the Goods and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by SERVICE CONTRACTOR to OWNER. SERVICE CONTRACTOR's acceptance of OWNER's authorization to proceed is expressly conditional on OWNER's assent to all of SERVICE CONTRACTOR's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of OWNER's purchase order. OWNER's acceptance of the Goods will manifest OWNER's assent to these Terms and Conditions. SERVICE CONTRACTOR reserves the right in its sole discretion to refuse service or issuance of repair.

PRICES: The price quoted shall remain in effect for thirty (30) days after the date of proposal provided an unconditional authorization from OWNER is received and accepted by SERVICE CONTRACTOR within this period. Price does not include applicable sales taxes, which will be added at the time of invoicing.

TAXES: Current or future taxes or government charges (or increase in same) which SERVICE CONTRACTOR is required to pay or collect in connection with this sale shall be added to the price and/or billed to OWNER separately at SERVICE CONTRACTOR's election.

TERMS OF PAYMENT: Unless otherwise specified by SERVICE CONTRACTOR, terms are net thirty (30) days from the date of SERVICE CONTRACTOR's invoice in U.S. currency. If the OWNER wishes to use a credit card as the form of payment, a 5% convenience fee may be added to the total invoice amount. SERVICE CONTRACTOR shall have the right to terminate the agreement or suspend further performance under this agreement if OWNER fails to make any payments when due. OWNER shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to SERVICE CONTRACTOR is not paid when due, it shall bear interest at a rate to be determined by SERVICE CONTRACTOR, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Should OWNER's financial responsibility become unsatisfactory to SERVICE CONTRACTOR, cash payments or security satisfactory to SERVICE CONTRACTOR may be required by SERVICE CONTRACTOR for future deliveries of Goods. If such cash payment or security is not provided, SERVICE CONTRACTOR may discontinue delivery of Goods. OWNER hereby grants SERVICE CONTRACTOR a security interest in all Goods sold to OWNER by SERVICE CONTRACTOR, which shall continue until all such Goods are fully paid for, and OWNER, upon SERVICE CONTRACTOR's demand, will execute and deliver to SERVICE CONTRACTOR such instruments as SERVICE CONTRACTOR requests to protect and perfect such security interest.

SHIPMENT AND DELIVERY: While SERVICE CONTRACTOR will use all reasonable commercial efforts to maintain the delivery and/or performance date(s) quoted by SERVICE CONTRACTOR, all shipping dates and/or performance date(s) are approximate and not guaranteed. SERVICE CONTRACTOR shall not be bound to tender delivery of any Goods, for which OWNER has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by OWNER for any reason, OWNER agrees to reimburse SERVICE CONTRACTOR for any and all storage costs and other additional expenses resulting there from. Risk of loss and legal title shall pass from SERVICE CONTRACTOR to OWNER upon delivery to and receipt by carrier at SERVICE CONTRACTOR's shipping point. All shipments of Goods are F.O.B. SERVICE CONTRACTOR's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of OWNER and shall be submitted by OWNER directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

LIMITED WARRANTY: The Goods are manufactured and inspected with care by experienced craftsmen. The Manufacturer warrants, for the period of ninety (90) days, each product to be free from defects in materials and workmanship. Repair, replacement, or appropriate adjustment at the Manufacturer's option will be furnished if the product, upon SERVICE CONTRACTOR's inspection, is found to be properly installed, maintained, and operated in accordance with Manufacturer's instruction manuals. The warranty does not apply to malfunctions caused by damage, unreason able to use, misuse, repair or service by unauthorized persons, or normal wear and tear. For more information regarding the specific Manufacturer's warranty coverage applicable to the Goods within this proposal, refer to the applicable Warranty Technical Publication, which will be made available by SERVICE CONTRACTOR upon request.

LIMITATION OF LIABILITY: The sole and exclusive remedy for breach of any warranty hereunder shall be limited to repair, correction, or replacement at OWNER's election. SERVICE CONTRACTOR shall not be liable for damages caused by delay in performance and the remedies of OWNER set forth in this agreement are exclusive. In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort, or otherwise), shall SERVICE CONTRACTOR's liability to OWNER and/or its customers exceed the price paid by OWNER for specific Goods provided by SERVICE CONTRACTOR giving rise to the claim or cause of action. All reasonable efforts shall be extended in performing the service as requested by the OWNER, but SERVICE CONTRACTOR shall not be liable for any and all losses, or consequential damage that arises out of delays, misuse by OWNER, his agents, or employees. Replacement and installation of equipment, components, or accessories that fail to provide satisfactory performance due to obsolescence or design conditions are not included.

OWNER AGREES THAT SERVICE CONTRACTOR'S LIABILITY SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES: The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

TECHNICAL SUPPORT: It is expressly understood that any technical advice furnished by SERVICE CONTRACTOR with respect to the use of the Goods is given without charge, and SERVICE CONTRACTOR assumes no obligation for liability for the advice given, or results obtained, all such advice being given and accepted at OWNER's risk.

EXCUSE OF PERFORMANCE: SERVICE CONTRACTOR shall not be liable for delays in performance or for non-performance due to acts of God; acts of OWNER; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders, or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond SERVICE CONTRACTOR's reasonable control.

DELIVERIES/SERVICES: Deliveries may be suspended for an appropriate period of time or canceled by SERVICE CONTRACTOR upon notice to OWNER in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing. If SERVICE CONTRACTOR determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited, or made impracticable due to causes set forth in the preceding paragraph, SERVICE CONTRACTOR may allocate its available supply of the Goods and/or such material (without obligation to acquire other supplies of any such Goods and/or material) among its purchasers on such basis as SERVICE CONTRACTOR determines to be equitable without liability for any failure of performance which may result there from.

CANCELLATION: OWNER may cancel order(s) only upon written notice and upon payment to SERVICE CONTRACTOR of SERVICE CONTRACTOR's cancellation charges which include, among other things, all submittal, engineering, and other manufacturers cancellation costs and expenses incurred and to cover commitments made by SERVICE CONTRACTOR. SERVICE CONTRACTOR's determination of such cancellation charges shall be conclusive.

CHANGES: OWNER may request changes or additions to the Goods consistent with SERVICE CONTRACTOR's specifications and criteria. In the event such changes or additions are accepted by SERVICE CONTRACTOR, SERVICE CONTRACTOR may revise the price and dates of delivery and/or performance dates. SERVICE CONTRACTOR reserves the right to change designs and specifications for the Goods without prior notice to OWNER. SERVICE CONTRACTOR shall have no obligation to install or make such change in any Goods manufactured prior to the date of such change.

BILLABLE SERVICES: Additional charges will be billed to OWNER at SERVICE CONTRACTOR's then prevailing labor rates for any of the following: a) any services not specified in SERVICE CONTRACTOR's quotation or subsequent engineering submittal; b) any services performed at times other than SERVICE CONTRACTOR's normal service hours; c) if reasonable site and/or equipment access is denied SERVICE CONTRACTOR service representative; and d) if it is necessary, due to local circumstances, to hire an outside contractor, SERVICE CONTRACTOR service personnel will provide supervision only and the cost of such contract labor will be charged to OWNER.

GENERAL PROVISIONS: These Terms and Conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Terms and Conditions shall be binding upon SERVICE CONTRACTOR unless made in writing and signed on its behalf by a duly authorized representative of SERVICE CONTRACTOR. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these Terms and Conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by SERVICE CONTRACTOR's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by OWNER, such acceptance is expressly conditional upon OWNER's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by SERVICE CONTRACTOR in any quotation, acknowledgement, or publication are subject to correction.

HOURS OF OPERATION: SERVICE CONTRACTOR's normal business hours are from 7:00 AM to 4:00 PM, Monday through Friday. All proposed work will be performed during these normal business hours unless otherwise specified.

****Service Provider acknowledges that Owner (City of Brandon, Mississippi) is a Mississippi governmental entity and is entitled to certain protections, limitations, defenses, and privileges, and immunities as provided by MCA Section 11-46-1 et. seq. (The Mississippi Tort Claims Act) and as otherwise provided by Mississippi law and that all such protections, limitations, defenses, and privileges and immunities are reserved and asserted by the City, the provisions of this Agreement notwithstanding.**



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: JODY COMPTON
DATE: 09/18/2024
SUBJECT: HVAC AGREEMENT - METRO BUILDING SERVICES

Consideration to approve the service agreement from Metro Building Services for HVAC equipment maintenance cost of \$38,702.00 with an option for a 2nd coil cleaning of \$1,100.00 and a total annual service agreement cost of \$39,802.00 and approve the Mayor to execute all related documents. An additional quote was received from Environment Masters in the total amount of \$45,647.00.

ATTACHMENTS:

1. MEMO_HVAC PM Service Agreements_FY25_091824
2. PM Service Agreements Summary FY25
3. Quote_Environment Masters_Service Agreement FY25
4. City Of Brandon Amphitheater (Refrigeration) PM Agreement 2411
5. City Of Brandon City Shop PM Agreement CB2423
6. City Of Brandon Amphitheater (HVAC) PM Agreement 2412
7. City Of Brandon Quarry Park PM Agreement 2422
8. City Of Brandon Municipal Complex PM Agreement 2420
9. City Of Brandon Shiloh Park PM Agreement 2424
10. City Of Brandon Police Department PM Agreement 2421
11. City Of Brandon Library PM Agreement 2419
12. City Of Brandon Fire Department #1 PM Agreement 2413
13. City Of Brandon Fire Department #2 PM Agreement 2414
14. City Of Brandon Fire Department #3 PM Agreement 2415
15. City Of Brandon Fire Department #4 PM Agreement 2416
16. City Of Brandon Fire Department #5 PM Agreement 2417
17. City Of Brandon Fire Department #6 PM Agreement 2418



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN

FROM: MARY ANN HESS, CITY CLERK
JODY COMPTON, FACILITIES MANAGER

BOARD AGENDA: SEPTEMBER 23, 2024

SUBJECT: **METRO BUILDING SERVICES HVAC EQUIPMENT SERVICE AGREEMENT**

Asking for your consideration to approve the service agreement from Metro Building Services for HVAC equipment maintenance cost of \$38,702.00 with an option for a 2nd coil cleaning of \$1,100.00 and a total annual service agreement cost of \$39,802.00 and approve the Mayor to execute all related documents.

An additional quote was received, see below.

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS

- Service Agreement Summary
- Metro Building Services
- Environment Masters



HVAC Service Agreement Summary:

- Amphitheater
 - HVAC Equipment \$ 7,860.00
 - Add for 2nd Coil Cleaning \$ 500.00
- Amphitheater
 - Refrigeration & Ice Machines \$ 2,725.00
- Shiloh Park \$ 6,916.00
 - Add for 2nd Coil Cleaning \$ 300.00
- Quarry Park \$ 4,970.00
 - Add for 2nd Coil Cleaning \$ 300.00
- Municipal Complex \$ 4,990.00
- Library \$ 3,630.00
- Police Department \$ 2,678.00
- City Shop \$ 808.00
- Fire Station #1 \$ 590.00
- Fire Station #2 \$ 784.00
- Fire Station #3 \$ 784.00
- Fire Station #4 \$ 784.00
- Fire Station #5 \$ 590.00
- Fire Station #6 \$ 590.00



COMMERCIAL MAINTENANCE PROPOSAL

PREPARED FOR
THE CITY OF BRANDON
JODY COMPTON
BRANDON, MISSISSIPPI

SEPTEMBER 9, 2024



COMMERCIAL HVAC + PLUMBING

JACKSON 168 East Porter Street, Jackson, MS 39201 / MADISON 123 Solleftea, Madison, MS 39110
MAILING P.O. Box 1015 / Jackson, MS 39215-1015 / 601-353-4681 / www.environmentmasters.com



Maintaining your HVAC systems shouldn't be complicated.

Our year-round maintenance is designed to lower operating costs, help prevent minor problems from becoming major repairs, and extend the life of your systems.

Our custom designed program is specifically for your equipment and around your schedule. Environment Masters will:

- **Provide yearly maintenance program for the City of Brandon.**

Agreement will cover one full cooling check, coil washing, and all mechanical checks listed. Also to include one yearly heating inspection of all equipment including all checks listed. All filter changes are included.

- Upon completion of each maintenance check, an **electronic report with inspection sheets and invoices will be submitted to the City of Brandon.** Environment Masters will also maintain a digital service history, equipment information, and a log of all inspection sheets.

What to Expect.

- Before each visit, we will contact you by phone to schedule maintenance visits, as to not interfere with any scheduled events.
- When a date is agreed upon for scheduled maintenance, we will schedule our technicians to be on site to begin work each morning at 8am. On the first visit we will number all the equipment at each location, then the equipment info will be recorded into our database. We keep information such as, unit Model & Serial numbers, unit age, refrigerant type, belt sizes, etc.. This information can be shared with your business at any time.
- As inspections are being done, an electronic maintenance form will be completed for each piece of equipment. These inspection forms will be saved to our cloud-based dispatch software, then a digital copy of the invoice and maintenance forms will be sent to the email address provided.
- Any deficiencies found will be noted on the inspection form for that piece of equipment, the information will also be in the invoice summary that you will receive at the end of each service.
- Our technicians are authorized to make repair quotes directly to you, so if anything is found to be defective, you will likely receive a same-day quote for repair. If you receive a repair quote, you can approve it online and our team will get an instant notification so that we may get parts and materials as quickly as possible for you.
- We also have to capability to save pictures and/or videos of defective parts and repairs completed. Those can be submitted to you as well.

Main Point of Contact:

Jimmy (Jay) Jones, Commercial Account Manager
Environment Masters
601-353-4681 office
601-608-8639 cell
jjones@environmentmasters.com



September 9, 2024

City of Brandon

Attn: Jody Compton

RE: HVACR Planned Maintenance

Dear Jody,

Environment Masters is pleased to provide you a quotation to perform planned maintenance for the locations listed below.

Amphitheater HVAC:

Total: \$8,560.00 (Excludes Taxes)

- **Cost Add for HVAC additional coil cleaning: Total \$971.00**

Amphitheater Refrigeration:

Total: No Bid (Excludes Taxes)

Shiloh Park:

Total: \$4,035.00 (Excludes Taxes)

- **Cost Add for HVAC additional coil cleaning: Total \$460.00**

Quarry Park:

Total: \$1,640.00 (Excludes Taxes)

- **Cost Add for HVAC additional coil cleaning: Total \$250.00**

Municipal Complex:

Total: \$10,215.00 (Excludes Taxes)

Library:

Total: \$7,000.00 (Excludes Taxes)

Police Department:

Total: \$4,078.00 (Excludes Taxes)

Fire Station 1:

Total: \$400.00 (Excludes Taxes)

Fire Station 2:

Total: \$480.00 (Excludes Taxes)

Fire Station 3:

Total: \$480.00 (Excludes Taxes)

Fire Station 4:

Total: \$480.00 (Excludes Taxes)

Fire Station 5:

Total: \$480.00 (Excludes Taxes)

Fire Station 6:

Total: \$390.00 (Excludes Taxes)

City Shop:

Total: \$1,250.00 (Excludes Taxes)

- **Filter replaced monthly at City Shop**

All locations excluding Fire Stations planned maintenance will include:

- (1) annual technical inspection (includes coil cleaning with chemical and belt change)
- (3) operational inspections
- (4) filter changes (by service provider, not 3rd party vendor). Clean washable filters
- 10% discount off base labor rates (provide labor rates) and list price for all parts (tax exempt)

Fire Stations planned maintenance to receive:

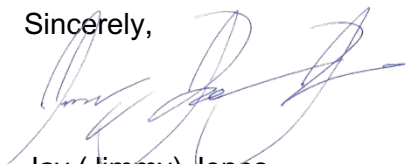
- (1) annual technical inspection (includes coil cleaning with chemical)
- (3) Operational inspections
- (4) filter changes (by service provider, not 3rd party vendor). Clean washable filters
- 10% discount off base labor rates and list price for parts

Planned Maintenance agreement will include:

- Priority service, must respond within (2) hours for all emergence service calls
- Provide a comprehensive inspection report upon completion of each service call listing work performed, defects found and recommended corrective action(s) to keep equipment in good working condition
- During annual inspections: clean all blower wheels (including mini splits) and intake louvers.
- Check and clean heat exchangers and burners on gas heating equipment
- Check and test strip heat on electric heating equipment
- Clean condensate drain pans, drain lines (including mini splits) and add drain tablets

We appreciate the opportunity of submitting our proposal and look forward to working with you.

Sincerely,



Jay (Jimmy) Jones
Commercial Account Manager

Standard terms of sale are net 30 days. 1.5% interest added per month on unpaid balances.

Heating • Cooling • Plumbing

JACKSON 168 East Porter Street, Jackson, MS 39201 / MADISON 123 Solleftea, Madison, MS 39110
MAILING P.O. Box 1015 / Jackson, MS 39215-1015 / 601-353-4681 / www.environmentmasters.com





ENVIRONMENT MASTERS WILL PERFORM THE FOLLOWING INSPECTION/SERVICES

COMMERCIAL COOLING MAINTENANCE

EQUIPMENT

- Equipment make, model, serial number and unit number
- Verify Proper Primary and Secondary Voltage

FAN

- Check Fan Blower Amperage Rated vs. Actual
- Grease all accessible fittings
- Check condition of belts and replace as needed
- Check Condition of Pulleys, Bearings, and Motor Seals
- Cabinet Clean and Free of Any Debris

EVAPORATOR

- Check Evaporator Coil Cleanliness
- Wash and/or Vacuum Drain Pan
- Flush Condensate Drain
- Confirm Unit Level/ Draining Properly
- Confirm Cabinet Clean and Free of Any Debris

FILTER/RETURN

- Replace Filters
- Clean Outside Air Screens if present
- Confirm Cabinet Clean and Free of Any Debris

COMPRESSOR

- Check for Proper Refrigerant Charge on All Circuits
- Measured Temp Drop At Full Capacity
- Verify Operation of Crankcase Heaters
- Confirm Cabinet Clean and Free of Any Debris

CONTROLS

- Verify Thermostat/Controls Operation
- Verify Operation of All Starting Components
- Check Electrical Connections
- Confirm Cabinet Clean and Free of Any Debris

- List any deficiencies upon completion of unit inspection.
Submit written report of any deficiencies to customer.

– continued



ENVIRONMENT MASTERS WILL PERFORM THE FOLLOWING INSPECTION/SERVICES

COMMERCIAL HEATING MAINTENANCE – GAS

EQUIPMENT

- Equipment make, model, serial number and unit number
- Verify Proper Primary and Secondary Voltage

FAN

- Check Fan Blower Amperage Rated vs. Actual
- Check condition of belts and replace as needed
- Check Condition of Pulleys, Bearings, and Motor Seals
- Cabinet Clean and Free of Any Debris

FILTER/RETURN

- Replace Filters
- Clean Outside Air Screens if present
- Confirm Cabinet Clean and Free of Any Debris

BURNER

- Check Operation of Induced Draft Assembly
- Check Inlet Gas Pressure
- Check Manifold Gas Pressure
- Check Ignition Controls and Safety Circuits
- Visual Inspection of Heat Exchanger
- Clean/Flush any Furnace Drains or Traps
- Measured Temp Rise At Full Capacity
- Confirm Cabinet Clean and Free of Any Debris

CONTROLS

- Verify Thermostat/Controls Operation
- Verify Operation of All Starting Components
- Check Electrical Connections
- Confirm Cabinet Clean and Free of Any Debris

- List any deficiencies upon completion of unit inspection.
Submit written report of any deficiencies to customer.

COMMERCIAL HEATING MAINTENANCE – ELECTRIC

EQUIPMENT

- Equipment make, model, serial number and unit number
- Verify Proper Primary and Secondary Voltage

FAN

- Check Fan Blower Amperage Rated vs. Actual
- Check condition of belts and replace as needed
- Check Condition of Pulleys, Bearings, and Motor Seals
- Cabinet Clean and Free of Any Debris

FILTER/RETURN

- Replace Filters
- Clean Outside Air Screens if present
- Confirm Cabinet Clean and Free of Any Debris

HEAT

- Measured Incoming Voltage at Heat Strips
- Measured Amperage at Heat Strips
- Measured Temp Rise At Full Capacity
- Confirm Cabinet Clean and Free of Any Debris

CONTROLS

- Check Electrical Connections
- Confirm Cabinet Clean and Free of Any Debris

- List any deficiencies upon completion of unit inspection.
Submit written report of any deficiencies to customer.



PRICING FOR CORRECTIVE REPAIRS

Total technician cost per hour (regular time): **\$159.00**

Total technician cost per hour (overtime): **\$168.00**

No double time for maintenance customers

Regular time working hours: **8:00 a.m. to 5:00 p.m.**

Overtime working hours: **5:00 p.m. to 8:00 a.m.**

Overtime hours: **Weekdays after 5:00 pm, Weekends, Christmas Day, Thanksgiving Day, Independence Day, Memorial Day, New Years Day, Labor Day**

Guaranteed response time for corrective/emergency repairs: **< 24 hours**

We appreciate the opportunity to quote maintenance services for the City of Brandon.

A handwritten signature in blue ink, appearing to read 'Jimmy Jones', is written over a horizontal line.

Jimmy (Jay) Jones

Commercial Account Manager

Environment Masters, Inc.

September 9, 2024

The above quotations are for acceptance within 30 days from the above date.

The above prices do not include any state, federal, excise, or other taxes which may be levied on the above price. Standard terms of sale are net 30 days. 1.5% interest added per month on unpaid balances.

COMMERCIAL HVAC + PLUMBING

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MAILING P.O. Box 1015 / Jackson, MS 39215-1015 / 601-202-1967 / www.environmentmasters.com



Environment Masters. Who we are.

One of central Mississippi's largest and most trusted mechanical contractors:

- A third-generation family-owned and operated mechanical contractor serving central Mississippi businesses since 1957.
- 65 EMI work trucks on the road.
- Providing HVAC and plumbing service that meets and exceeds the highest standards set by the American Society of Heating, Refrigerating and Air Conditioning Engineering, (ASHRAE); Air Conditioning Contracting of America (ACCA); and the Plumbing, Heating, Cooling Contractors Association (PHCC) to insure maximum energy efficiency, thermal comfort and indoor air quality of commercial HVAC and plumbing systems.

Location

Environment Masters' Offices

Jackson

168 E. Porter St., Jackson, MS 39201, 601-353-4681

Main offices, warehouse and sheet metal fabrication shop

Madison

123 Solleftea, Madison, MS 39110, 601-324-4353

Offices and fully stocked warehouse

References

Rankin County Government Buildings (24), Brandon, MS

Ben Harrell, bharrell@rankincounty.org, (601) 665-7040 direct

Planned maintenance, repair/replacement as needed since 2014

Hunter Engineering, Raymond, MS

Max Polk, mpolk@hunter.com, (601) 857-8883

Planned maintenance, repair/replacement, RTUs and split systems since 2012

GSK Mechanical, Inc., Ridgeland, MS

Jason Kackley, jkackley@gskmech.com, (601) 605-2930

Mechanical engineering firm we work with both on plan and spec and design jobs.

Table 100 Restaurant, Flowood, MS

Phil Buteau, pbuteau@comcast.net, (601) 362-8687 restaurant

Planned maintenance, repair/replacement as needed since 2011

Licenses

All pertinent licensing:

- Multiple Master Mechanical License Holders
- Multiple Master Plumbing License Holders
- Multiple MS Board of Contractors License Holders
- Multiple Journeyman HVAC License Holders
- All HVAC technicians have EPA Certification



A Fidelity Company

1385 Industrial Drive

Bolton, MS 39041

Phone: (601)398-2475

Preventive Maintenance

The Agreement is made by and between: Metro Building Services of Bolton, Mississippi herein after known as the Contractor and City of Brandon - Amphitheater (Refrigeration) of Brandon, Mississippi herein after known as the Customer. Services will be provided at 8190 Rocky Way.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

- **Schedule "A":** Describes the level of service being provided by the Agreement.
- **Schedule "B":** Describes the limit of liability and the terms and conditions.
- **Schedule "C":** Describes the equipment covered by the Agreement.
- **Schedule "D":** Describes the filter types, sizes, and frequency of changes.

The service agreement is based on (1) Annual and (3) Operational Inspections at a price of \$2,725.00 per year, payable in equal quarterly installments of \$681.25.

The first payment is due 30 days after coverage begins, October 1, 2024. Coverage shall continue until September 30, 2025.

The schedules attached to the service Agreement constitute the entire Agreement between the Contractor and the Customer. The service Agreement remains the property of Contractor and is provided for the Customer's use only. This service Agreement is subject to management approval by Contractor. No waiver changes or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

By: Colby Blount

HVAC Sales

Date: **September 10, 2022**

By:

Butch Lee

Mayor

Date:

SCHEDULE A

Inspections Include

Summer Annual Inspections- Condenser coil pressure wash, hand wash or chemical washing, drain pan cleaning, install drain pan tablets, blowing out the drain lines, check unit controls and components, check freon pressures and levels, check compressor amps and volts, check blower and condenser motor amps and volts. Also included is (1) belt replacement per year. Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these inspections tasking procedures. We will clean all blower wheels (including mini splits) and intake louvers.

Winter Annual Inspections- Thoroughly inspect the heating system to rectify any problems, clean and inspect the heat exchanger(s), ensure all electrical connections are tight and wiring intact, inspect the condensate system and clean and flush as necessary, examine and clean flame sensors, ignitors and burner assembly, examine the venting system, for deterioration, corrosion, or blockage, survey the vent terminations and air inlet dampers/louvers to make sure they are unobstructed and clear, check control settings as well as test safety controls and operating controls. We will check and clean all heat exchangers and burners on gas heating equipment.

Operational Inspections- Inspection of unit operation, check condenser coils, clean drain pans, all mini split unit reservoirs, filters and floats shall be cleaned thoroughly with an antibacterial solution blow out all drain lines and hoses with air and leak check and install drain pan tablets, Clean with non-caustic solution such as Coil Rite", check belt tensions, and overall system operations.

Ice Machine Filter Maintenance

Included in your Maintenance Program is (4) ice machine water filter changes and (1) ice machine cleaning and sanitizing per year. Metro Building Services will provide the labor, materials, and dispose of the used water filters. (Customer provides all water filters).

Emergency and Trouble Call Coverage

Even with the maintenance care provided in this program, occasional failures can occur. Although the cost of emergency service labor and materials are not included in this

program, you will receive top priority trouble call response during peak heating and cooling periods. We will be on-site within (2) hours from receipt of your request.

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work and improvement/suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a contractor service report. This report may be provided to the customer as evidence of the completed service showing each performed task.

Metro Building Service Team

Metro Building Services has assembled a specialized maintenance team dedicated to insuring a smooth integration of this program with Preventative Maintenance Contract Customers normal business activities. This team will ensure consistency in the delivery of your maintenance program, provide for effective lines of communication, and to avoid escorting unfamiliar people through your facility.

Your Account Manager will continue to work closely with you along with the Implementation Team to preserve the integrity of your equipment, reduce your energy and operating costs and to maintain tenant comfort. The Implementation Team will be made up of the following service professionals.

- Darlene Morgan is a Service Coordinator. Darlene is responsible for scheduling all maintenance program services. Darlene and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- BJ Graves Is a Service Coordinator. BJ is responsible for scheduling all maintenance program services. BJ and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- Cindy Goode is Billing Coordinator. Cindy is responsible for handling all invoicing per the terms and conditions of this agreement. Cindy can be reached at (601)398-2475.
- Travis Burrell is Director of Service Operations. Travis is responsible for all service operations, PM Contracts, PM scheduling. Travis can be reached at (601)906-2656.

Scheduled task

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time uses and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

- The Contractor invoices for all labor and materials to repair or replace worn or failed parts Darlene Morgan is a Service Coordinator. Darlene is responsible for scheduling all maintenance program services. Darlene and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- BJ Graves Is a Service Coordinator. BJ is responsible for scheduling all maintenance program services. BJ and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- Cindy Goode is Billing Coordinator. Cindy is responsible for handling all invoicing per the terms and conditions of this agreement. Cindy can be reached at (601)398-2475.
- Travis Burrell is Director of Service Operations. Travis is responsible for all service operations, PM Contracts, PM scheduling. Travis can be reached at (601)906-2656.

and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

Emergency Service

The Contractor is on call and can provide all labor, parts, and materials seven days a week/twenty-four hours a day.

Additional Services

- 24-hour Plumbing Service
- Sheet Metal and Steel Fabrication
- Energy Management Systems and Audits
- Design Build
- Engineering
- HVAC and Plumbing Construction

Preferred Customer Pricing

As a valued customer this agreement allows Preventative Maintenance Contract Customers to receive a 10% discount on labor for plumbing or HVAC service calls priced on a time and material basis. This discount also applies to emergency services or repairs not covered in this agreement. (Quoted or Contract pricing for equipment replacements or other major repairs are not subject to discounts as they offer best pricing already included in the quote).

Refrigerant Containment Service

We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all Federal, State and Local Regulatory Guidelines.

SCHEDULE B

Terms and Conditions

- Contractor agrees to perform all work professionally and to furnish only materials of good quality.
- The customer provides and allows reasonable access to all areas and equipment and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
- All maintenance tasks will be performed during the Contractor's normal working hours.
- The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
- Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports, and other non-moving parts, are not included in this Agreement.
- Any repairs or services resulting from power failures, freezing temperatures, roof leaks through curbs or equipment, or air side corrosion will be paid for by the customer in accordance with Contractor's currently established rates.
- The agreement does not include responsibility for design deficiencies, such as, but not limited to poor air distribution, water balances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment and operating the system(s). If the equipment covered is altered, modified, changed, or moved, this Agreement may be adjusted accordingly or terminated.
- Contractor is not responsible for the removal or disposal of any hazardous materials, or any cost associated with these materials unless otherwise noted in this Agreement.
- The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Contractor.
- This agreement does not include the cleaning of any air passages, air grills, or air balancing of systems.

- This agreement and all rights hereunder shall not be assignable unless approved by Contractor.
- In the event of additional freight, labor, or material costs resulting from this customer's request to avoid delays with the respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at Contractor's currently established rates.
- Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Contractor encounters such material in performing its work, Contractor will have the right to discontinue work and remove its employees until the hazard is corrected or it determined no hazard exists.

Limitations of Liability and Indemnity

- Except as provided by Mississippi Law, Contractor will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or cause beyond reasonable control.
- All work performed by Contractor that may be found in conflict with local, state, or federal building codes shall be corrected by Contractor. Vendor acknowledges that the City of Brandon, Mississippi, is a Mississippi government entity and is entitled to certain protections, limitations, defenses, and privileges, and immunities as provided by MCA Section 11-46-1 et. Seq. (The Mississippi Tort Claims Act) and as otherwise provided by Mississippi law and that all such protections, limitations, defenses, privileges, and immunities are reserved and asserted by the City, the provisions of this Agreement notwithstanding.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
6	Custom Equipment	3 HP	GREENHECK	N/A	N/A	KITCHEN EXHAUST FANS - UNITS #1-6
1	Custom Equipment	5 HP	HEAT CRAFT	MOZ045L63CF	T18B11962	A2 KITCHEN COOLER-UNIT #7
1	Custom Equipment	5 HP	HEAT CRAFT	MOZ015M63CF	T8B11962	A2 KITCHEN COOLER-UNIT #8
1	Ice Machine		HOSHIZAKI	URC-22F	H031756	A2 KITCHEN - COND-UNIT #9
1	Custom Equipment	5 HP	HEAT CRAFT	MOZ030M63CF	T18B12150	A2 KITCHEN COOLER-UNIT #10
1	Custom Equipment	5 HP	HOSHIZAKI	URC-22F	HO3179A	A2 KITCHEN BEER-UNIT #11
1	Custom Equipment	2 TON	HEAT CRAFT	MOZ030M63CF	T1803842	A54 CONCESSION-UNIT #12
1	Custom Equipment	5 HP	HEAT CRAFT	URC-22F	HO3172A	A54 CONSESSIONS-UNIT #13

1	Custom Equipment	.75 HP	TRUE	T-23-HC	9243298	VIP KITCHEN-UNIT #14
1	Custom Equipment	.75 HP	TRUE	T-23F-HC	9324332	VIP KITCHEN FREEZER-MAIN FREEZE-UNIT #15
1	Custom Equipment	0.75HP	TRUE	T-23-HC	9258611	A2 KITCHEN-UNIT #16
1	Custom Equipment	.5 HP	TRUE	TWT-60F-HC	9182026	A2 KITCHEN 2 DOOR-UNIT #17
1	Ice Machine		HOSHIZAKI	KM-1601SRJ3	H00097A	A2 KITCHEN-ICE MACH-UNIT#18
1	Ice Machine		HOSHIZAKI	KM-2200SRJ3	G00066H	A2 KITCHEN-ICE MACH-UNIT #19
1	Custom Equipment	1 HP	TRUE	TTP-44	9306004	A2 KITCHEN - UNIT # 20
1	Custom Equipment	76K-150K	OVENTON	M1718	3120561803	PIZZA OVEN - UNIT #21
1	Ice Machine	1000 LB	HOSHIZAKI	KM-1301SAJ3	G10082M	A2 KITCHEN-ICE MACH-UNIT #22
1	Ice Machine	1500 LB	HOSHIZAKI	KM-1601SRJ3	H000095A	A2 KITCHEN-ICE MACH-UNIT #23

Metro Building Services



A Fidelity Company

1385 Industrial Drive

Bolton, MS 39041

Phone: (601)398-2475

Preventive Maintenance

The Agreement is made by and between: Metro Building Services of Bolton, Mississippi herein after known as the Contractor and City of Brandon, (CITY SHOP) of Brandon, Mississippi herein after known as the Customer. Services will be provided at 401 North St.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

- **Schedule "A":** Describes the level of service being provided by the Agreement.
- **Schedule "B":** Describes the limit of liability and the terms and conditions.
- **Schedule "C":** Describes the equipment covered by the Agreement.
- **Schedule "D":** Describes the filter types, sizes, and frequency of changes.

The service agreement is based on (1) Annual Inspection and (3) Operational Inspections, and (8) additional filter changes at a price of \$808.00 per year, payable in Quarterly installments of \$202.00.

Payment is due 30 days after coverage begins, October 1, 2024. Coverage shall continue until September 30th 2025.

The schedules attached to the service Agreement constitute the entire Agreement between the Contractor and the Customer. The service Agreement remains the property of Contractor and is provided for the Customer's use only. This service Agreement is subject to management approval by Contractor. No waiver changes or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

By: **COLBY BLOUNT**

HVAC SALES

By:

Butch Lee

Mayor

Date:

SCHEDULE A

Inspections Include

Summer Annual Inspections- Condenser coil pressure wash, hand wash or chemical washing, drain pan cleaning, install drain pan tablets, blowing out the drain lines, check unit controls and components, check freon pressures and levels, check compressor amps and volts, check blower and condenser motor amps and volts. Also included is (1) belt replacement per year. Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these inspections tasking procedures. We will clean all blower wheels (including mini splits) and intake louvers.

Winter Annual Inspections- Thoroughly inspect the heating system to rectify any problems, clean and inspect the heat exchanger(s), ensure all electrical connections are tight and wiring intact, inspect the condensate system and clean and flush as necessary, examine and clean flame sensors, ignitors and burner assembly, examine the venting system, for deterioration, corrosion, or blockage, survey the vent terminations and air inlet dampers/louvers to make sure they are unobstructed and clear, check control settings as well as test safety controls and operating controls. We will check and clean heat exchangers and burners on all gas heating equipment.

Operational Inspections- Inspection of unit operation, check condenser coils, clean drain pans, all mini split unit reservoirs, filters and floats shall be cleaned thoroughly with an antibacterial solution blow out all drain lines and hoses with air and leak check and install drain pan tablets, Clean with non-caustic solution such as Coil Rite", check belt tensions, and overall system operations.

Air Filter Maintenance

Included in your Maintenance Program are (12) air filter changes per year. (Customer to supply and install filters).

Emergency and Trouble Call Coverage

Even with the maintenance care provided in this program, occasional failures can occur. Although the cost of emergency service labor and materials are not included in this program, you will receive top priority trouble call response during peak heating and cooling periods. We will be on-site within (2) hours from receipt of your request.

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work and improvement/suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a contractor service report. This report may be provided to the customer as evidence of the completed service showing each performed task.

Metro Building Service Team

Metro Building Services has assembled a specialized maintenance team dedicated to insuring a smooth integration of this program with Preventative Maintenance Contract Customers normal business activities. This team will ensure consistency in the delivery of your maintenance program, provide for effective lines of communication, and to avoid escorting unfamiliar people through your facility.

Your Account Manager will continue to work closely with you along with the Implementation Team to preserve the integrity of your equipment, reduce your energy and operating costs and to maintain tenant comfort. The Implementation Team will be made up of the following service professionals.

- Darlene Morgan is a Service Coordinator. Darlene is responsible for scheduling all maintenance program services. Darlene and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- BJ Graves Is a Service Coordinator. BJ is responsible for scheduling all maintenance program services. BJ and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- Cindy Goode is Billing Coordinator. Cindy is responsible for handling all invoicing per the terms and conditions of this agreement. Cindy can be reached at (601)398-2475.
- Travis Burrell is Director of Service Operations. Travis is responsible for all service operations, PM Contracts, PM scheduling. Travis can be reached at (601)906-2656.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time uses and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor invoices for all labor and materials to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

Emergency Service

The Contractor is on call and can provide all labor, parts, and materials seven days a week/twenty-four hours a day.

Additional Services

- 24-hour Plumbing Service
- Sheet Metal and Steel Fabrication
- Energy Management Systems and Audits
- Design Build
- Engineering
- HVAC and Plumbing Construction

Preferred Customer Pricing

As a valued customer this agreement allows Preventative Maintenance Contract Customers to receive a 10% discount on labor for plumbing or HVAC service calls priced on a time and material basis. This discount also applies to emergency services or repairs not covered in this agreement. (Quoted or Contract pricing for equipment replacements or other major repairs are not subject to discounts as they offer best pricing already included in the quote).

Refrigerant Containment Service

We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all Federal, State and Local Regulatory Guidelines.

SCHEDULE B

Terms and Conditions

- Contractor agrees to perform all work professionally and to furnish only materials of good quality.
 - The customer provides and allows reasonable access to all areas and equipment and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
 - All maintenance tasks will be performed during the Contractor's normal working hours.
 - The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
 - Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports, and other non-moving parts, are not included in this Agreement.
 - Any repairs or services resulting from power failures, freezing temperatures, roof leaks through curbs or equipment, or air side corrosion will be paid for by the customer in accordance with Contractor's currently established rates.
 - Under no circumstances will Contractor be responsible for loss of use, loss of profits, increased operating, or maintenance expense, claims of this customers/tenants or client, or any special, indirect, or consequential damages.
 - The agreement does not include responsibility for design deficiencies, such as, but not limited to poor air distribution, water balances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment and operating the system(s). If the equipment covered is altered, modified, changed, or moved, this Agreement may be adjusted accordingly or terminated.
 - Contractor is not responsible for the removal or disposal of any hazardous materials, or any cost associated with these materials unless otherwise noted in this Agreement.
 - The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Contractor.
 - This agreement does not include the cleaning of any air passages, air grills, or air balancing of systems.
 - This agreement and all rights hereunder shall not be assignable unless approved by Contractor.
 - In the event of additional freight, labor, or material costs resulting from this customer's request to avoid delays with the respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at Contractor's currently established rates.
-
- Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or

similar hazardous substances. In the event Contractor encounters such material in performing its work, Contractor will have the right to discontinue work and remove its employees until the hazard is corrected or it determined no hazard exists.

Limitations of Liability and Indemnity

- Contractor will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or cause beyond reasonable control.
- Except as provided by Mississippi law, Contractor's liability or warranty, either expressed or implied, is limited to replacement of defective materials, parts, and correction of faulty workmanship. All work performed by Contractor that may be found in conflict with local, state, or federal building codes shall be corrected by Contractor. Vendor acknowledges that the City of Brandon, Mississippi, is a Mississippi government entity and is entitled to certain protections, limitations, defenses, and privileges, and immunities as provided by MCA Section 11-46-1 et. Seq. (The Mississippi Tort Claims Act) and as otherwise provided by Mississippi law and that all such protections, limitations, defenses, privileges and immunities are reserved and asserted by the City, the provisions of this Agreement notwithstanding.

SCHEDULE C

Qty	Type	Size	Manuf.	Location
1	Split System (Outside)	5	Rheem	GROUND CU-1
1	Split System (Inside)	5	Rheem	CLOSET - FURN-1 – 2-20x20X1 A/F
6	Hanging Heaters			Hanging in Shop

Split System (Outside) Maintenance Requirements



Part	Function	Tasks Required
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Check for vibration Observe operating temperatures

Split System (Inside) Maintenance Requirements



Part	Function	Tasks Required
Filter Section	Removes Particles from the air	
Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten Replace belts - Yearly Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check for vibration Lubricate bearings Check motor mounts - tighten
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Check for corrosion & leaks
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Inspect nozzles Inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks

Rooftop Maintenance Requirements



Part	Function	Tasks Required
Filter Section	Removes Particles from the air	
Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten Check belts - Yearly Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check operating current & voltage Check for vibration Lubricate bearings Check motor mounts - tighten
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Check for vibration Observe operating temperatures
Zone Control Actuators	Operates zone dampers by space thermostat	Inspect for proper operation Clean surfaces
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Check for corrosion & leaks

Rooftop Maintenance Requirements		
		
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Inspect nozzles Inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks



A Fidelity Company

1385 Industrial Drive

Bolton, MS 39041

Phone: (601)398-2475

Preventive Maintenance

The Agreement is made by and between: Metro Building Services of Bolton, Mississippi herein after known as the Contractor and City of Brandon - Amphitheater (HVAC) of Brandon, Mississippi herein after known as the Customer. Services will be provided at 8190 Rocky Way.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

- **Schedule "A":** Describes the level of service being provided by the Agreement.
- **Schedule "B":** Describes the limit of liability and the terms and conditions.
- **Schedule "C":** Describes the equipment covered by the Agreement.
- **Schedule "D":** Describes the filter types, sizes, and frequency of changes.

The service agreement is based on (1) Annual and (3) Operational Inspections at a price of \$7,860.00 per year, payable in equal quarterly installments of \$1,965.00

_____ **Option :1** In addition to this agreement the price for (1) additional condenser coil cleaning either by use of chemical or by hose will be in the amount of \$500.00 per event.

The first payment is due 30 days after coverage begins, October 1, 2024. Coverage shall continue until September 30, 2025

The schedules attached to the service Agreement constitute the entire Agreement between the Contractor and the Customer. The service Agreement remains the property of Contractor and is provided for the Customer's use only. This service Agreement is subject to management approval by Contractor. No waiver changes or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

Signature: Colby Blount

HVAC Sales

Date: 9/3/2024

Signature:

Butch Lee

Mayor

Date:

SCHEDULE A

Inspections Include

Summer Annual Inspections- Condenser coil pressure wash, hand wash or chemical washing, drain pan cleaning, install drain pan tablets, blowing out the drain lines, check unit controls and components, check freon pressures and levels, check compressor amps and volts, check blower and condenser motor amps and volts. Also included is (1) belt replacement per year. Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these inspections tasking procedures. We will clean all blower wheels (including mini splits) and intake louvers.

Winter Annual Inspections- Thoroughly inspect the heating system to rectify any problems, clean and inspect the heat exchanger(s), ensure all electrical connections are tight and wiring intact, inspect the condensate system and clean and flush as necessary, examine and clean flame sensors, ignitors and burner assembly, examine the venting system, for deterioration, corrosion, or blockage, survey the vent terminations and air inlet dampers/louvers to make sure they are unobstructed and clear, check control settings as well as test safety controls and operating controls. We will clean all heat exchangers and burners on all gas heating equipment.

Operational Inspections- Inspection of unit operation, clean drain pans, all mini split unit reservoirs, filters and floats shall be cleaned thoroughly with an antibacterial solution blow out all drain lines and hoses with air and leak check and install drain pan tablets, Clean with non-caustic solution such as Coil Rite", check belt tensions, and overall system operations.

Air Filter Maintenance

Included in your Maintenance Program are (4) air filter changes per year. Metro Building Services will provide the labor and will dispose of the used filters.

Water Fountain Maintenance

Included in your Maintenance Program is (12) Aurora Water Fountains. Metro Building Services will provide the labor and nitrogen to blow out all condenser coils (4) times

Emergency and Trouble Call Coverage

Even with the maintenance care provided in this program, occasional failures can occur. Although the cost of emergency service labor and materials are not included in this program, you will receive top priority trouble call response during peak heating and cooling periods. We will be on-site within (2) hours from receipt of your request

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work and improvement/suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a contractor service report. This report may be provided to the customer as evidence of the completed service showing each performed task.

Metro Building Service Team

Metro Building Services has assembled a specialized maintenance team dedicated to insuring a smooth integration of this program with Preventative Maintenance Contract Customers normal business activities. This team will ensure consistency in the delivery of your maintenance program, provide for effective lines of communication, and to avoid escorting unfamiliar people through your facility.

Your Account Manager will continue to work closely with you along with the Implementation Team to preserve the integrity of your equipment, reduce your energy and operating costs and to maintain tenant comfort. The Implementation Team will be made up of the following service professionals.

- Darlene Morgan is a Service Coordinator. Darlene is responsible for scheduling all maintenance program services. Darlene and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- BJ Graves Is a Service Coordinator. BJ is responsible for scheduling all maintenance program services. BJ and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- Cindy Goode is Billing Coordinator. Cindy is responsible for handling all invoicing per the terms and conditions of this agreement. Cindy can be reached at (601)398-2475.
- Travis Burrell is Director of Service Operations. Travis is responsible for all service operations, PM Contracts, PM scheduling. Travis can be reached at (601)906-2656.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time uses and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor invoices for all labor and materials to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

Emergency Service

The Contractor is on call and can provide all labor, parts, and materials seven days a week/twenty-four hours a day.

Additional Services

- 24-hour Plumbing Service
- Sheet Metal and Steel Fabrication
- Energy Management Systems and Audits
- Design Build
- Engineering
- HVAC and Plumbing Construction

Preferred Customer Pricing

As a valued customer this agreement allows Preventative Maintenance Contract Customers to receive a 10% discount on labor for plumbing or HVAC service calls priced on a time and material basis. This discount also applies to emergency services or repairs not covered in this agreement. (Quoted or Contract pricing for equipment replacements or other major repairs are not subject to discounts as they offer best pricing already included in the quote).

Refrigerant Containment Service

We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all Federal, State and Local Regulatory Guidelines.

SCHEDULE B

Terms and Conditions

- Contractor agrees to perform all work professionally and to furnish only materials of good quality.
- The customer provides and allows reasonable access to all areas and equipment and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
- All maintenance tasks will be performed during the Contractor's normal working hours.
- The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
- Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
- Any repairs or services resulting from power failures, freezing temperatures, roof leaks through curbs or equipment, or air side corrosion will be paid for by the customer in accordance with Contractor's currently established rates.
- The agreement does not include responsibility for design deficiencies, such as, but not limited to poor air distribution, water balances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment and operating the system(s). If the equipment covered is altered, modified, changed, or moved, this Agreement may be adjusted accordingly or terminated.
- Contractor is not responsible for the removal or disposal of any hazardous materials, or any cost associated with these materials unless otherwise noted in this Agreement.
- The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Contractor.
- This agreement does not include the cleaning of any air passages, air grills, or air balancing of systems.
- This agreement and all rights hereunder shall not be assignable unless approved by Contractor.
- In the event of additional freight, labor, or material costs resulting from this customer's request to avoid delays with the respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at Contractor's currently established rates.

- Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Contractor encounters such material in performing its work, Contractor will have the right to discontinue work and remove its employees until the hazard is corrected or it determined no hazard exists.

Limitations of Liability and Indemnity

- Except as provided by Mississippi Law, Contractor will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or cause beyond reasonable control.
- All work performed by Contractor that may be found in conflict with local, state, or federal building codes shall be corrected by Contractor. Vendor acknowledges that the City of Brandon, Mississippi, is a Mississippi government entity and is entitled to certain protections, limitations, defenses, and privileges, and immunities as provided by MCA Section 11-46-1 et. Seq. (The Mississippi Tort Claims Act) and as otherwise provided by Mississippi law and that all such protections, limitations, defenses, privileges and immunities are reserved and asserted by the City, the provisions of this Agreement notwithstanding.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
1	Ductless Split (Indoor)	1	DAIKIN	FTX24NMVJU	G016969	BOX OFFICE - UNIT #1
1	Ductless Split (Outdoor)	2	DAIKIN	RXN24NMVJU	G012913	BOX OFFICE - UNIT #2
1	Split System (Inside)	5	LENNOX	TPA060H4N43G	5817B11527	BOX OFFICE - UNIT #3
1	Split System (Outside)	5	LENNOX	CBX27UH06046060	1617B26504	BOX OFFICE - UNIT #4
1	Split System (Outside)	2	DAIKIN	RKN09NMVJU	G002426	BOX OFFICE - UNIT #5
1	Split System (Inside)	2	DAIKIN	FTKN09NMVJU	G002707	BOX OFFICE - UNIT #6
1	Split System (Outside)	2	DAIKIN	RX30NMVJU	G000287	A2 BUILDING - UNIT #7
1	Ductless Split (Outdoor)	2	DAIKIN	RMXS48LVJU	E004075	A2 BUILDING - DCU 1-UNIT #8
1	Rooftop	10	LENNOX	TPA120S4SNIG	5617E03987	A2 BUILDING HPCU-1 UNIT #9
1	Split System (Outside)	7.5	LENNOX	TPA090S4SN1G	5617E040	A2 BUILDING HPCU-1 UNIT #10
1	Ductless Split (Outdoor)	2	DAIKIN	RK09NMVJU	G002344	A2 BUILDING - DCU 1-UNIT #11
1	Ductless Split (Outdoor)	2	DAIKIN	3MXS24JVJU	G026279	A2 BUILDING - DCU 8-UNIT #12
1	Ductless Split (Outdoor)	3	DAIKIN	4MXS36NMVJU	G021316	A2 BUILDING - DCU 9 -UNIT #13
1	Ductless Split (Outdoor)	1.5	DAIKIN	RX18NMVJU	G011417	A2 BUILDING - DCU 97 -UNIT #14

1	Ductless Split (Outdoor)	2	DAIKIN	RXN24NMVJU	G012833	A2 BUILDING - DCU 6 - UNIT #15
1	Ductless Split (Outdoor)	3	DAIKIN	4MXS36NMVJU	G021317	A2 BUILDING - DCU 11 - UNIT #16
1	Ductless Split (Indoor)	1.5	DAIKIN	FTX18NMVJU	G012562	A2 BUILDING - DCSS 1 - UNIT #17
1	Ductless Split (Indoor)	1.5	DAIKIN	FTX24NMVJU	E048545	A2 BUILDING - DCSS 2-9 - UNIT #18
1	Ductless Split (Indoor)	1.5	DAIKIN	FTX18NMVJU	E048543	A2 BUILDING - DCSS 1 - UNIT #19
1	Ductless Split (Indoor)	1	DAIKIN	FTX18NMVJU	E050464	A2 BUILDING - MONEY ROOM - UNIT #20
1	Ductless Split (Indoor)	1.5	DAIKIN	FTKN09NMVJU	G002790	A2 IT ROOM - DSS 1-4 - UNIT #21
1	Ductless Split (Indoor)	1.5	DAIKIN	FTXS15LVJU	E023034	A2 BUILDING - KITCHEN OFFICE - UNIT #22
1	Duct Heaters		LENNOX	EDH-2	270453-602	A2 KITCHEN - EDH-2 - UNIT #23
1	Rooftop	10	LENNOX	TAA-120S4D1G	5617C1334-2	A2 KITCHEN DH-2A - UNIT #24
1	Ductless Split (Indoor)	2	DAIKIN	FTXS24LVJU	E621171	A2 BUILDING - MEN'S RESTROOM - UNIT #25
1	Exhaust Fans	1	GREENHECK	N/A	N/A	A2 BUILDING CH4 HANDICAP - UNIT #26
1	Ductless Split (Indoor)	2.5	DAIKIN	FTX30NVJU	E001033	DSS 1-10 WOMAN'S RESTROOM - UNIT #27
1	Ductless Split (Indoor)	2	DAIKIN	FTXS24LVJU	E021164	DSS 1011 WOMEN'S RESTROOM - UNIT #28
1	Air Handling Unit	7.5	DAIKIN	TAA-090S4D1G	5617DO4173	REAR KITCHEN UNIT #29
1	Ductless Split (Indoor)	2	DAIKIN	FTXS24LVJU	E021209	DSS 2-5 IT ROOM - UNIT #30
1	Ductless Split (Indoor)	1.5	DAIKIN	FTX18NMVJU	E048541	DSS 1-5 IT ROOM UNIT #31
1	Ductless Split (Outdoor)	4	DAIKIN	RXN24NMVJU	G012919	DCU 4 STAGE - UNIT #32
1	Ductless Split (Indoor)	2	DAIKIN	FTX24NMVJU	G016966	DSS 1-4 - UNIT #33
1	Rooftop	7.5	LENNOX	TTA120S4D1G	5617D03027	DH1 KITCHEN - UNIT #34
1	Humidifier		LENNOX	HCWHD3-139	N/A	KITCHEN EDH1 - UNIT #35
1	Ductless Split (Indoor)	2	DAIKIN	FTK09NMVJU	G003288	A26 DSS 1-13 UNIT #36
1	Ductless Split (Indoor)	2	DAIKIN	FTK09NMVJU	E05946	IT ROOM - DSS 1-1 UNIT #37
1	Ductless Split (Indoor)	2	DAIKIN	FTX512LUJU	E050491	STORAGE ROOM DSS - UNIT #38
1	Ductless Split (Outdoor)	3	DAIKIN	4MXS36NMUJU	G021324	DCU-2 - UNIT #39
1	Rooftop	10	DAIKIN	DPS012AHME4DV	FBOU1705000065	GREEN ROOMS AC 3 - UNIT #40
1	Split System (Outside)	10	LENNOX	TPA120S45N1G	5617E3225	KITCHEN HPCU 1 - UNIT #41

1	Rooftop	7.5	LENNOX	LCH092H4BK3G	5617E04269	DINING ROOM VIP - UNIT #42
1	Rooftop	10	LENNOX	KHA102S4MN1G	5617E98393	VIP KITCHEN HPU-1 - UNIT #43
1	Rooftop	20	LENNOX	LCH240H4BP3G	5617E04884	VIP ROOM - UNIT #44
1	Exhaust Fans	1	GREENHECK	N/A	N/A	CU 2 - UNIT #45
1	Ductless Split (Indoor)	2	DAIKIN	FTXS24LVJU	E021173	MEN'S BATHROOM NORTH - UNIT #46
1	Exhaust Fans	1	GREENHECK	N/A	N/A	WOMEN'S RESTROOM NORTH - UNIT #47
1	Ductless Split (Indoor)	2	DAIKIN	FTXS24LVJU	E021212	DSS 2-2 WOMAN'S BATHROOM - UNIT #48
1	Ductless Split (Indoor)	2	DAIKIN	FTXS24LVJU	EO21169	WOMAN'S RESTROOM - UNIT #49
1	Ductless Split (Indoor)	1	DAIKIN	FTXS12LVJU	E050493	A12 JANITOR DSS 2-1 - UNIT #50
12	Custom Equipment	.25 HP	AURORA	N/A	N/A	WATER FOUNTAINS

Split System (Inside) Maintenance Requirements		
		
Part	Function	Tasks Required
Filter Section	Removes Particles from the air	Replace filters quarterly
Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten

Split System (Inside) Maintenance Requirements



		- Check belts - Check alignment of shaft
Return & Supply Fan Motors	Provides energy source to rotate fans	- Inspect starter coils - Inspect & clean contacts - Tighten all electrical connections - Check for vibration - Lubricate bearings - Check motor mounts - tighten
Cooling Coil	Provides cool surface for heat transfer in air	- Inspect surfaces - Check for corrosion & leaks
Burner Section	- Provides combustion control - Regulates fuel safety controls for heating section	- Clean & inspect nozzles - Clean & inspect blower - Lubricate blower motor - Test safety controls
Heating Section	Provides heat source for areas being served	- Inspect & clean - Check for corrosion - Check for leaks

Split System (Outside) Maintenance Requirements



Part	Function	Tasks Required
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Split System (Outside) Maintenance Requirements



Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Check for vibration Observe operating temperatures

Rooftop Maintenance Requirements



Part	Function	Tasks Required
Filter Section	Removes Particles from the air	
Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten

Rooftop Maintenance Requirements		
		
		Check belts replace yearly Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check for vibration Lubricate bearings Check motor mounts - tighten
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Check for vibration Observe operating temperatures
Zone Control Actuators	Operates zone dampers by space thermostat	Inspect for proper operation Clean surfaces Adjust as needed
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Check for corrosion & leaks
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Inspect nozzles Inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks
Exhaust Fans Maintenance Requirements		
		
Part	Function	Tasks Required
Motor	Drives fan	Inspect coil & contacts Check motor mounts Check for vibrations

Exhaust Fans Maintenance Requirements		
		
Belts & Pulleys	Links motor to fan	Check alignment of pulley Check wear of pulley & belts Check belt tension Replace belt yearly
Bearings	Supports fan shaft	Inspect for wear Lubricate when needed
Fan Blade	Drives air into space to be conditioned	Clean & inspect Check fan rotation Check for vibration
Housing	Drives air & controls velocity	Check mountings Clean dirt from surfaces
Air Handling Unit Maintenance Requirements		
		
Part	Function	Tasks Required
Dampers	Regulates quantity of air through unit	Lubricate bearings Adjust & calibrate Clean surfaces Tighten connections
Filters	Remove particles from the air	Replace quarterly
Heating & Cooling Coils	Provides for heat transfer	Clean coils Check for leaks Inspect for corrosion
Motor	Drives fan	Inspect contacts & starter Check for vibration Tighten electrical connections Tighten mountings Lubricate motor
Fan	Moves air to space being served	Clean & inspect Check for vibrations Check fan rotation

Metro Building Services



A Fidelity Company

1385 Industrial Drive

Bolton, MS 39041

Phone: (601)398-2475

Preventive Maintenance

The Agreement is made by and between: Metro Building Services of Bolton, Mississippi herein after known as the Contractor and City of Brandon - Quarry Park of Brandon, Mississippi herein after known as the Customer. Services will be provided at Boyce Thompson Drive.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

- **Schedule "A":** Describes the level of service being provided by the Agreement.
- **Schedule "B":** Describes the limit of liability and the terms and conditions.
- **Schedule "C":** Describes the equipment covered by the Agreement.
- **Schedule "D":** Describes the filter types, sizes, and frequency of changes.

The service agreement is based on (1) Annual and (3) Operational Inspections at a price of \$4,970.00 per year, payable in equal quarterly installments of \$1,242.50.

_____ **Option:1** In addition to this service agreement the price for (1) additional condenser coil cleaning either by use of chemical or by use of hose will be in the amount of \$300.00 per event.

The first payment is due 30 days after coverage begins, October 1, 2024. Coverage shall continue until September 30th, 2025.

The schedules attached to the service Agreement constitute the entire Agreement between the Contractor and the Customer. The service Agreement remains the property of Contractor and is provided for the Customer's use only. This service Agreement is subject to management approval by Contractor. No waiver changes or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

By: COLBY BOUNT

By:

HVAC SALES

Butch Lee

Mayor

Date:

SCHEDULE A

Inspections Include

Summer Annual Inspections- Condenser coil pressure wash, hand wash or chemical washing, drain pan cleaning, install drain pan tablets, blowing out the drain lines, check unit controls and components, check freon pressures and levels, check compressor amps and volts, check blower and condenser motor amps and volts. Also included is (1) belt replacement per year. Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these inspections tasking procedures. We will clean all blower wheels (including mini splits) and intake louvers.

Winter Annual Inspections- Thoroughly inspect the heating system to rectify any problems, clean and inspect the heat exchanger(s), ensure all electrical connections are tight and wiring intact, inspect the condensate system and clean and flush as necessary, examine and clean flame sensors, ignitors and burner assembly, examine the venting system, for deterioration, corrosion, or blockage, survey the vent terminations and air inlet dampers/louvers to make sure they are unobstructed and clear, check control settings as well as test safety controls and operating controls. We will check and clean all heat exchangers and burners on all gas equipment.

Operational Inspections- Inspection of unit operation, check condenser coils, clean drain pans, all mini split unit reservoirs, filters and floats shall be cleaned thoroughly with an antibacterial solution blow out all drain lines and hoses with air and leak check and install drain pan tablets, Clean with non-caustic solution such as Coil Rite", check belt tensions, and overall system operations.

Air Filter Maintenance

Included in your Maintenance Program are (4) air filter changes per year. Metro Building Services will provide the filters, labor, materials, and dispose of the used filters.

Emergency and Trouble Call Coverage

Even with the maintenance care provided in this program, occasional failures can occur. Although the cost of emergency service labor and materials are not included in this program, you will receive top priority trouble call response during peak heating and cooling periods. We will be on-site within (2) hours from receipt of your request.

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work and improvement/suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a contractor service report. This report may be provided to the customer as evidence of the completed service showing each performed task.

Metro Building Service Team

Metro Building Services has assembled a specialized maintenance team dedicated to insuring a smooth integration of this program with Preventative Maintenance Contract Customers normal business activities. This team will ensure consistency in the delivery of

your maintenance program, provide for effective lines of communication, and to avoid escorting unfamiliar people through your facility.

Your Account Manager will continue to work closely with you along with the Implementation Team to preserve the integrity of your equipment, reduce your energy and operating costs and to maintain tenant comfort. The Implementation Team will be made up of the following service professionals.

- Darlene Morgan is a Service Coordinator. Darlene is responsible for scheduling all maintenance program services. Darlene and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- BJ Graves Is a Service Coordinator. BJ is responsible for scheduling all maintenance program services. BJ and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- Cindy Goode is Billing Coordinator. Cindy is responsible for handling all invoicing per the terms and conditions of this agreement. Cindy can be reached at (601)398-2475.
- Travis Burrell is Director of Service Operations. Travis is responsible for all service operations, PM Contracts, PM scheduling. Travis can be reached at (601)906-2656.

Scheduled Task

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time uses and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor invoices for all labor and materials to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

Emergency Service

The Contractor is on call and can provide all labor, parts, and materials seven days a week/twenty-four hours a day.

Additional Services

- 24-hour Plumbing Service
- Sheet Metal and Steel Fabrication
- Energy Management Systems and Audits
- Design Build
- Engineering
- HVAC and Plumbing Construction

Preferred Customer Pricing

As a valued customer this agreement allows Preventative Maintenance Contract Customers to receive a 10% discount on labor for plumbing or HVAC service calls priced on a time and material basis. This discount also applies to emergency services or repairs not covered in this agreement. (Quoted or Contract pricing for equipment replacements or other major repairs are not subject to discounts as they offer best pricing already included in the quote).

Refrigerant Containment Service

We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all Federal, State and Local Regulatory Guidelines.

SCHEDULE B

Terms and Conditions

- Contractor agrees to perform all work professionally and to furnish only materials of good quality.

- The customer provides and allows reasonable access to all areas and equipment and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
 - All maintenance tasks will be performed during the Contractor's normal working hours.
 - The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
 - Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports, and other non-moving parts, are not included in this Agreement.
 - Any repairs or services resulting from power failures, freezing temperatures, roof leaks through curbs or equipment, or air side corrosion will be paid for by the customer in accordance with Contractor's currently established rates.
 - The agreement does not include responsibility for design deficiencies, such as, but not limited to poor air distribution, water balances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment and operating the system(s). If the equipment covered is altered, modified, changed, or moved, this Agreement may be adjusted accordingly or terminated.
 - Contractor is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
 - The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Contractor.
 - This agreement does not include the cleaning of any air passages, air grills, or air balancing of systems.
 - This agreement and all rights hereunder shall not be assignable unless approved by Contractor.
 - In the event of additional freight, labor, or material costs resulting from this customer's request to avoid delays with the respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at Contractor's currently established rates.
-
- Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Contractor encounters such material in performing its work, Contractor will have the right to discontinue work and remove its employees until the hazard is corrected or it determined no hazard exists.

Limitations of Liability and Indemnity

- Except as provided by Mississippi Law, Contractor will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or cause beyond reasonable control.
- All work performed by Contractor that may be found in conflict with local, state, or federal building codes shall be corrected by Contractor. Vendor acknowledges that the City of Brandon, Mississippi, is a Mississippi government entity and is entitled to certain protections, limitations, defenses, and privileges, and immunities as provided

by MCA Section 11-46-1 et. Seq. (The Mississippi Tort Claims Act) and as otherwise provided by Mississippi law and that all such protections, limitations, defenses, privileges and immunities are reserved and asserted by the City, the provisions of this Agreement notwithstanding.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
1	Exhaust Fans	2	GREENHECK	N/A	N/A	ROOFTOP - EF-1
1	Exhaust Fans	2	GREENHECK	N/A	N/A	ROOFTOP - EF-2
1	Exhaust Fans	2	GREENHECK	N/A	N/A	ROOFTOP - EF-3
1	Ice Machine		ICE-O-MATIC	ICE0250HT6	17051280010985	CONCESSION-ICE MACH 1
1	Ice Machine		ICE-O-MATIC	N/A	N/A	CONCESSION-ICE MACH 2
1	Ice Machine		ICE-O-MATIC	ICE0250HT6	N/A	CONCESSION-ICE MACH 3
1	Ductless Split (Outdoor)	3	DAIKIN	RXTQ36TAJU	F002297	BATHROOM-VRF-1 COND
1	Ductless Split (Outdoor)	3	DAIKIN	RXTQ36TAJU	N/A	BATHROOM-VRF-2 COND
1	Ductless Split (Outdoor)	3	DAIKIN	RXTQ36TAJU	N/A	BATHROOM-VRF-3 COND
1	Ductless Split (Outdoor)	3	DAIKIN	RXTQ36TAVJU	N/A	BATHROOM-VRF-4 COND
1	Ductless Split (Indoor)	3	DAIKIN	FXAQ09PVJU	E009481	BATHROOM - VRF HEAD-1
1	Ductless Split (Indoor)	3	DAIKIN	FXAQ036MBJU	E00347	CONCESSION-VRF HEAD-1
1	Ductless Split (Indoor)	3	DAIKIN	FXAQ036MBJU	E00347	BATHROOM - VRF HEAD-1
1	Ductless Split (Indoor)	3	DAIKIN	FXAQ09PVJU	E10421	BATHROOM - VRF HEAD-2
1	Ductless Split (Indoor)	3	DAIKIN	FXAQ09PVJU	E010421	BATHROOM - VRF HEAD-2
1	Ductless Split (Indoor)	3	DAIKIN	FXHQ36MBJU	N/A	CONSESSION-VRF HEAD-2
1	Ductless Split (Indoor)	3	DAIKIN	FXAQ09PVJU	N/A	BATHROOM - VRF HEAD-2
1	Ductless Split (Indoor)	3	DAIKIN	FXHQ36MBJU	E00347	BATHROOM - VRF HEAD-3
1	Ductless Split (Indoor)	3	DAIKIN	FXHQ36MBJU	N/A	CONCESSION-VRF HEAD-3
1	Ductless Split (Indoor)	3	DAIKIN	FXHQ36MBJU	E009481	BATHROOM - VRF HEAD-3
1	Ductless Split (Indoor)	3	DAIKIN	FXAQ09PVJU	N/A	BATHROOM - VRF HEAD-3

SCHEDULE D

Qty	Type	Changes	Size	Manufacture	Unit Id
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Exhaust Fans Maintenance Requirements



Part	Function	Tasks Required
Motor	Drives fan	Inspect coil & contacts Check motor mounts Check current Check for vibrations
Belts & Pulleys	Links motor to fan	Check alignment of pulley Check wear of pulley Check belt tension - replace Yearly
Bearings	Supports fan shaft	Inspect for wear Lubricate when needed
Fan Blade	Drives air into space to be conditioned	Clean & inspect Check fan rotation Check for vibration
Housing	Drives air & controls velocity	Check mountings Clean dirt from surfaces

Metro Building Services



A Fidelity Company

1385 Industrial Drive

Bolton, MS 39041

Phone: (601)398-2475

Preventive Maintenance

The Agreement is made by and between: Metro Building Services of Bolton, Mississippi herein after known as the Contractor and City of Brandon - Municipal Complex of Brandon, Mississippi herein after known as the Customer. Services will be provided at 1000 Municipal Drive.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

- **Schedule "A":** Describes the level of service being provided by the Agreement.
- **Schedule "B":** Describes the limit of liability and the terms and conditions.
- **Schedule "C":** Describes the equipment covered by the Agreement.
- **Schedule "D":** Describes the filter types, sizes, and frequency of changes.

The service agreement is based on (1) Annual and (3) Operational Inspections at a price of \$4,990.00 per year, payable in equal quarterly installments of \$1,247.50.

The first payment is due on the day coverage begins, October 1, 2024. Coverage shall continue until September 30th, 2025.

The schedules attached to the service Agreement constitute the entire Agreement between the Contractor and the Customer. The service Agreement remains the property of Contractor and is provided for the Customer's use only. This service Agreement is subject to management approval by Contractor. No waiver changes or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

By: COLBY BLOUNT

HVAC SALES

By:

Butch Lee

Mayor

Date:

SCHEDULE A

Inspections Include

Summer Annual Inspections- Condenser coil pressure wash, hand wash or chemical washing, drain pan cleaning, install drain pan tablets, blowing out the drain lines, check unit controls and components, check freon pressures and levels, check compressor amps and volts, check blower and condenser motor amps and volts. Also included is (1) belt replacement per year. Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these inspections tasking procedures. We will clean all blower wheels (including mini splits) and intake louvers.

Winter Annual Inspections- Thoroughly inspect the heating system to rectify any problems, clean and inspect the heat exchanger(s), ensure all electrical connections are tight and wiring intact, inspect the condensate system and clean and flush as necessary, examine and clean flame sensors, ignitors and burner assembly, examine the venting system, for deterioration, corrosion, or blockage, survey the vent terminations and air inlet dampers/louvers to make sure they are unobstructed and clear, check control settings as well as test safety controls and operating controls. We will check and clean heat exchangers and burners on all gas heating equipment.

Operational Inspections- Inspection of unit operation, check condenser coils, clean drain pans, all mini split unit reservoirs, filters and floats shall be cleaned thoroughly with an antibacterial solution blow out all drain lines and hoses with air and leak check and install drain pan tablets, Clean with non-caustic solution such as Coil Rite", check belt tensions, and overall system operations.

Air Filter Maintenance

Included in your Maintenance Program are (4) air filter changes per year. Metro Building Services will provide filters, labor, materials, and dispose of the used filters

Emergency and Trouble Call Coverage

Even with the maintenance care provided in this program, occasional failures can occur. Although the cost of emergency service labor and materials are not included in this program, you will receive top priority trouble call response during peak heating and cooling periods. We will be on-site within (2) hours from receipt of your request.

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work and improvement/suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report may be provided to the customer as evidence of the completed service showing each performed task.

Metro Building Service Team

Metro Building Services has assembled a specialized maintenance team dedicated to insuring a smooth integration of this program with Preventative Maintenance Contract Customers normal business activities. This team will ensure consistency in the delivery of your maintenance program, provide for effective lines of communication, and to avoid escorting unfamiliar people through your facility.

Your Account Manager will continue to work closely with you along with the Implementation Team to preserve the integrity of your equipment, reduce your energy and operating costs and to maintain tenant comfort. The Implementation Team will be made up of the following service professionals.

- Darlene Morgan is a Service Coordinator. Darlene is responsible for scheduling all maintenance program services. Darlene and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- BJ Graves Is a Service Coordinator. BJ is responsible for scheduling all maintenance program services. BJ and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- Cindy Goode is Billing Coordinator. Cindy is responsible for handling all invoicing per the terms and conditions of this agreement. Cindy can be reached at (601)398-2475.
- Travis Burrell is Director of Service Operations. Travis is responsible for all service operations, PM Contracts, PM scheduling. Travis can be reached at (601)906-2656.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time uses and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor invoices for all labor and materials to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

Emergency Service

The Contractor is on call and can provide all labor, parts, and materials seven days a week/twenty-four hours a day.

Additional Services

- 24-hour Plumbing Service
- Sheet Metal and Steel Fabrication
- Energy Management Systems and Audits
- Design Build
- Engineering
- HVAC and Plumbing Construction

Preferred Customer Pricing

As a valued customer, this agreement allows Preventative Maintenance Contract Customers to receive a 10% discount on labor for plumbing or HVAC service calls priced on a time and material basis. This discount also applies to emergency services or repairs not covered in this agreement. (Quoted or Contract pricing for equipment replacements or other major repairs are not subject to discounts as they offer best pricing already included in the quote).

Refrigerant Containment Service

We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all Federal, State and Local Regulatory Guidelines.

SCHEDULE B

Terms and Conditions

- Contractor agrees to perform all work professionally and to furnish only materials of good quality.
 - The customer provides and allows reasonable access to all areas and equipment and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
 - All maintenance tasks will be performed during the Contractor's normal working hours.
 - The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
 - Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
 - Any repairs or services resulting from power failures, freezing temperatures, roof leaks through curbs or equipment, or air side corrosion will be paid for by the customer in accordance with Contractor's currently established rates.
 - The agreement does not include responsibility for design deficiencies, such as, but not limited to poor air distribution, water balances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment and operating the system(s). If the equipment covered is altered, modified, changed, or moved, this Agreement may be adjusted accordingly or terminated.
 - Contractor is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
 - The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Contractor.
 - This agreement does not include the cleaning of any air passages, air grills, or air balancing of systems.
 - This agreement and all rights hereunder shall not be assignable unless approved by Contractor.
 - In the event of additional freight, labor, or material costs resulting from this customer's request to avoid delays with the respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at Contractor's currently established rates.
-
- Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Contractor encounters such material in performing its work, Contractor will have the right to discontinue work and remove its employees until the hazard is corrected or it determined no hazard exists.

Limitations of Liability and Indemnity

- Except as provided by Mississippi Law, Contractor will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or cause beyond reasonable control.
- All work performed by Contractor that may be found in conflict with local, state, or federal building codes shall be corrected by Contractor. Vendor acknowledges that the City of Brandon, Mississippi, is a Mississippi government entity and is entitled to certain protections, limitations, defenses, and privileges, and immunities as provided by MCA Section 11-46-1 et. Seq. (The Mississippi Tort Claims Act) and as otherwise provided by Mississippi law and that all such protections, limitations, defenses, privileges and immunities are reserved and asserted by the City, the provisions of this Agreement notwithstanding.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
1	Air Handling Unit	20	YORK	XTI-069X108-FANA	RATMX0186	AHU-1
1	Air Handling Unit	20	YORK	XTI-069X108-FANA	RATMX0187	AHU-2
1	Air Handling Unit	20	YORK	XTI-075X120	RAHYMXT0238	AHU-3
1	Air cooled Condensing Unit	40	YORK	YCUL0066	RBTM021197	CU-1
1	Air cooled Condensing Unit	40	YORK	YCUL0066	RBTM021197	CU-2
1	Air cooled Condensing Unit	40	YORK	YLUA0078	KJHG	CU-3
1	Custom Equipment	30	12	GREENHECK	ENERGY RECOVERY VENTILATOR (ERV)	ERV-582H-30-A
1	Rooftop	5	YORK	DM060N	NOA8582592	RTU-3
1	Rooftop	3	YORK	DM036N	NOA8582590	RTU-4
1	Rooftop	3	YORK	DM036N	NOA8582590	RTU-5
2	Belts		YORK	XTI-069X108-FANA017A	RATMX0186	AHU-1
3	Belts		YORK	XTI-069X108-FANA017A	RATMX0187	AHU-2
2	Belts		YORK	XTI-075X120-KAQA017A	RAHYMXT0238	AHU-3
2	Belts		GREENHECK	ERV-582H-30-A	N/A	HRV-2
2	Belts		GREENHECK	ERV-582H-30-A	N/A	HRV-3

- (1) ICE O-MATIC / ICE MACHINE
 (2) 23- VAV'S
 (3) (4) VTU's

SCHEDULE D

Qty	Type	Changes	Size	Manufacture	Unit Id
32	Pleated	4	12x24x2		FILTERS

3	Pleated	4	14x25x2		FILTERS
4	Pleated	4	16x20x2		FILTERS
9	Pleated	4	20x20x2		FILTERS
18	Pleated	4	20x24x2		FILTERS
6	Pleated	4	20x25x2		FILTERS
3	Pleated	4	20x30x2		FILTERS
9	Pleated	4	20x20x4		FILTERS
6	Pleated	4	20x24x4		FILTERS

Air Handling Unit Maintenance Requirements		
		
Part	Function	Tasks Required
Dampers	Regulates quantity of air through unit	Lubricate bearings Check for proper operation Adjust & calibrate Clean surfaces Tighten connections
Filters	Remove particles from the air	Replace filters quarterly
Heating & Cooling Coils	Provides for heat transfer	Inspect coils Check for leaks Inspect for corrosion
Motor	Drives fan	Inspect contacts & starter Check for vibration Tighten electrical connections Tighten mountings Lubricate motor
Fan	Moves air to space being served	Clean & inspect Check for vibrations Check fan rotation

Air Cooled Condensing Unit Maintenance Requirements



Part	Function	Tasks Required
Motor	Provides energy to rotate fan	Inspect motor mounts & tighten Inspect coils & contacts Tighten electrical connections Lubricate motor bearings
Fan	Circulates air through unit and coil	Check fan for alignment Check shaft for alignment Lubricate bearings Replace belts yearly Align couplings Tighten mounting bolts
Condenser Coil	Converts high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean coils once yearly Check for leaks Check for vibration
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Check for vibration Observe operating temperatures
Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation

Rooftop Maintenance Requirements



Part	Function	Tasks Required
Filter Section	Removes Particles from the air	Replace filters quarterly
Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten Check belts – replace once yearly

Rooftop Maintenance Requirements		
		
		Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check operating current & voltage Check for vibration Lubricate bearings Check motor mounts - tighten
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Check for vibration Observe operating temperatures
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Check for corrosion & leaks
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Inspect nozzles Inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks
Pleated Maintenance Requirements		
		
Part	Function	Tasks Required
Filter	Clear Air	Replace quarterly



A Fidelity Company

1385 Industrial Drive

Bolton, MS 39041

Phone: (601)398-2475

Preventive Maintenance

The Agreement is made by and between: Metro Building Services of Bolton, Mississippi herein after known as the Contractor and City of Brandon – Shiloh Park of Brandon, Mississippi herein after known as the Customer. Services will be provided at 105 Kennedy Farm Parkway.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

- **Schedule "A":** Describes the level of service being provided by the Agreement.
- **Schedule "B":** Describes the limit of liability and the terms and conditions.
- **Schedule "C":** Describes the equipment covered by the Agreement.
- **Schedule "D":** Describes the filter types, sizes, and frequency of changes.

The service agreement is based on (1) Annual and (3) Operational Inspections at a price of \$6,916.00 per year, payable in equal quarterly installments of \$1,729.00.

 Option 1: In addition to this service agreement the price for (1) additional condenser coil cleaning either by use of chemical or by use of hose will be in the amount of \$300.00 per event.

The first payment is due 30 days after coverage begins, October 1, 2024. Coverage shall continue until September 30th 2024.

The schedules attached to the service Agreement constitute the entire Agreement between the Contractor and the Customer. The service Agreement remains the property of Contractor and is provided for the Customer's use only. This service Agreement is subject to management approval by Contractor. No waiver changes or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

By: COLBY BLOUNT

HVAC SALES

By:

Butch Lee

Mayor

Date:

SCHEDULE A

Inspections Include

Summer Annual Inspections- Condenser coil pressure wash, hand wash or chemical washing, drain pan cleaning, install drain pan tablets, blowing out the drain lines, check unit controls and components, check freon pressures and levels, check compressor amps and volts, check blower and condenser motor amps and volts. Also included is (1) belt replacement per year. Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these inspections tasking procedures. We will clean all blower wheels (including mini splits) and intake louvers.

Winter Annual Inspections- Thoroughly inspect the heating system to rectify any problems, clean and inspect the heat exchanger(s), ensure all electrical connections are tight and wiring intact, inspect the condensate system and clean and flush as necessary, examine and clean flame sensors, ignitors and burner assembly, examine the venting system, for deterioration, corrosion, or blockage, survey the vent terminations and air inlet dampers/louvers to make sure they are unobstructed and clear, check control settings as well as test safety controls and operating controls. We will check and clean all heat exchangers and burners on gas heating equipment.

Operational Inspections- Inspection of unit operation, check condenser coils, clean drain pans, all mini split unit reservoirs, filters and floats shall be cleaned thoroughly with an antibacterial solution blow out all drain lines and hoses with air and leak check and install drain pan tablets, Clean with non-caustic solution such as Coil Rite", check belt tensions, and overall system operations.

Air Filter Maintenance

Included in your Maintenance Program are (4) air filter changes per year. Metro Building Services will provide the labor, materials, and dispose of the used filters

Emergency and Trouble Call Coverage

Even with the maintenance care provided in this program, occasional failures can occur. Although the cost of emergency service labor and materials are not included in this

program, you will receive top priority trouble call response during peak heating and cooling periods. We will be on-site within (2) hours from receipt of your request.

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work and improvement/suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a contractor service report. This report may be provided to the customer as evidence of the completed service showing each performed task.

Metro Building Service Team

Metro Building Services has assembled a specialized maintenance team dedicated to insuring a smooth integration of this program with Preventative Maintenance Contract Customers normal business activities. This team will ensure consistency in the delivery of your maintenance program, provide for effective lines of communication, and to avoid escorting unfamiliar people through your facility.

Your Account Manager will continue to work closely with you along with the Implementation Team to preserve the integrity of your equipment, reduce your energy and operating costs and to maintain tenant comfort. The Implementation Team will be made up of the following service professionals.

- Darlene Morgan is a Service Coordinator. Darlene is responsible for scheduling all maintenance program services. Darlene and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- BJ Graves Is a Service Coordinator. BJ is responsible for scheduling all maintenance program services. BJ and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- Cindy Goode is Billing Coordinator. Cindy is responsible for handling all invoicing per the terms and conditions of this agreement. Cindy can be reached at (601)398-2475.
- Travis Burrell is Director of Service Operations. Travis is responsible for all service operations, PM Contracts, PM scheduling. Travis can be reached at (601)906-2656.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time uses and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor invoices for all labor and materials to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

Emergency Service

The Contractor is on call and can provide all labor, parts, and materials seven days a week/twenty-four hours a day.

Additional Services

- 24-hour Plumbing Service
- Sheet Metal and Steel Fabrication
- Energy Management Systems and Audits
- Design Build
- Engineering
- HVAC and Plumbing Construction

Preferred Customer Pricing

As a valued customer this agreement allows Preventative Maintenance Contract Customers to receive a 10% discount on labor for plumbing or HVAC service calls priced on a time and material basis. This discount also applies to emergency services or repairs not covered in this agreement. (Quoted or Contract pricing for equipment replacements or other major repairs are not subject to discounts as they offer best pricing already included in the quote).

Refrigerant Containment Service

We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all Federal, State and Local Regulatory Guidelines.

SCHEDULE B

Terms and Conditions

- Contractor agrees to perform all work professionally and to furnish only materials of good quality.
- The customer provides and allows reasonable access to all areas and equipment and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.

- All maintenance tasks will be performed during the Contractor's normal working hours.
- The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
- Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports, and other non-moving parts, are not included in this Agreement.
- Any repairs or services resulting from power failures, freezing temperatures, roof leaks through curbs or equipment, or air side corrosion will be paid for by the customer in accordance with Contractor's currently established rates.
- The agreement does not include responsibility for design deficiencies, such as, but not limited to poor air distribution, water balances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment and operating the system(s). If the equipment covered is altered, modified, changed, or moved, this Agreement may be adjusted accordingly or terminated.
- Contractor is not responsible for the removal or disposal of any hazardous materials, or any cost associated with these materials unless otherwise noted in this Agreement.
- The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Contractor.
- This agreement does not include the cleaning of any air passages, air grills, or air balancing of systems.
- This agreement and all rights hereunder shall not be assignable unless approved by Contractor.
- In the event of additional freight, labor, or material costs resulting from this customer's request to avoid delays with the respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at Contractor's currently established rates.
- Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Contractor encounters such material in performing its work, Contractor will have the right to discontinue work and remove its employees until the hazard is corrected or it determined no hazard exists.

Limitations of Liability and Indemnity

- Except as provided by Mississippi Law, Contractor will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or cause beyond reasonable control.
- All work performed by Contractor that may be found in conflict with local, state, or federal building codes shall be corrected by Contractor. Vendor acknowledges that the City of Brandon, Mississippi, is a Mississippi government entity and is entitled to certain protections, limitations, defenses, and immunities as provided by MCA Section 11-46-1 et. Seq. (The Mississippi Tort Claims Act) and as otherwise provided by Mississippi law and that all such protections, limitations, defenses,

privileges and immunities are reserved and asserted by the City, the provisions of this Agreement notwithstanding.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
1	Ductless Split (Outdoor)	3	mitsubishi	PUMY-P36NHMU	59U03545D	SMALL BALL - COND-1
1	Ductless Split (Outdoor)	3	mitsubishi	PUMY-P36NHMU	59U03686D	MULTIPURPOSE - COND-2
1	Ductless Split (Outdoor)	3	mitsubishi	PUMY-P36NHMU	5XU03781A	CHAMP - COND-3
1	Ductless Split (Outdoor)	3	mitsubishi	PUMY-P36NHMU	5XU03797A	OLD SOCCER - COND-4
1	Ductless Split (Outdoor)	3	mitsubishi	PUMY-P36NHMU	5YU03902A	NEW SOCCER - COND-5
1	Ductless Split (Outdoor)	2.5	GOODMAN	GSC030601DC	1408126125	4 BALL - COND-6
1	Ductless Split (Outdoor)	5	RHEEM	13AJN60A01	8395W3511106929	5 BALL - COND-7
1	Ductless Split (Outdoor)	3	CONCORD	2AC13L36P-2B	4607E64181	5 BALL - COND-8
1	Ductless Split (Outdoor)	5	CONCORD	2SCU13LE160P	1607E28731	OFFICE - COND-9
1	Ductless Split (Outdoor)	2	CONCORD	13AJN24A01	8390W481200680	OFFICE - COND-10
1	Ductless Split (Outdoor)	3	mitsubishi	MXZ-4C36NA	5ZU09275A	CITY PARK - COND-11
1	Split System (Inside)	2.5	ACP	BL60-A4283TD-20	09J03927W	4 BALL - FURN-6
1	Split System (Inside)	5	RHEEM	RHLL-HM6024JA	W341114086	5 BALL - FURN-7
1	Split System (Inside)	3	NORDYNE	B2BM048K-C	B2B9705-01123	5 BALL - FURN-8

1	Split System (Inside)	5	RHEEM	RGPS-05EAUER	GH5D302F1313000025	OFFICE - FURN-9
1	Split System (Inside)	2	LENNOX	GS18Q45E-125-5	4688B01368	OFFICE - FURN-10
1	Ductless Split (Indoor)	1.5	mitsubishi	PKFY-P08NHMU-E	59A11944D	SMALL BALL - HEAD 1-1
1	Ductless Split (Indoor)	1.5	mitsubishi	PKFY-P08NHMU-E	59A11925D	SMALL BALL - HEAD 1-2
1	Ductless Split (Indoor)	1.5	mitsubishi	PKFY-P08NHMU-E	SSM00177	SMALL BALL - HEAD 1-3
1	Ductless Split (Indoor)	1.5	mitsubishi	PKFY-P08NHMU-E	59A11936D	MULTIPURPOSE - HEAD 2-1
1	Ductless Split (Indoor)	1.5	mitsubishi	PKFY-P08NHMU-E	59A11922D	MULTIPURPOSE - HEAD 2-2
1	Ductless Split (Indoor)	1.5	mitsubishi	PCFY-P36NHMU-E	55M00188	MULTIPURPOSE - HEAD 2-3
1	Ductless Split (Indoor)	1.5	mitsubishi	PCFY-P36NHMU-E	55M00188	CHAMP - HEAD 3-1
1	Ductless Split (Indoor)	1.5	mitsubishi	PKFY-P08NHMU-E	55M00135	CHAMP - HEAD 3-3
1	Ductless Split (Indoor)	1.5	mitsubishi	PKFY-P08NHMU-E	55M00135	CHAMP - HEAD 3-3
1	Ductless Split (Indoor)	1.5	mitsubishi	PKFY-P08NHMU-E	59A11928D	OLD SOCCER - HEAD 4-1
1	Ductless Split (Indoor)	1.5	mitsubishi	PKFY-P08NHMU-E	59A11945D	OLD SOCCER - HEAD 4-2
1	Ductless Split (Indoor)	1.5	mitsubishi	PCFY-P36NHMU-E	55M00178	OLD SOCCER - HEAD 4-3
1	Ductless Split (Indoor)	1.5	mitsubishi	PKFY-P08NHMU-E	59A12003D	NEW SOCCER - HEAD 5-1
1	Ductless Split (Indoor)	1.5	mitsubishi	PKFY-P08NHMU-E	59A11936D	NEW SOCCER - HEAD 5-2
1	Ductless Split (Indoor)	1.5	mitsubishi	PCFY-P36NHMU-E	55M00134	NEW SOCCER - HEAD 5-3

1	Ductless Split (Indoor)	1.5	mitsubishi	MXZ-GE09NA	5ZE38037	CITY PARK - HEAD 11-1
1	Ductless Split (Indoor)	1.5	mitsubishi	MXZ-GE09NA	62E39336	CITY PARK - HEAD 11-2
1	Ductless Split (Indoor)	1.5	mitsubishi	MXZ-GE36NA	N/A	CITY PARK - HEAD 11-3
1	Ice Machine	ICE-O-MATIC	ICE0250FT6	16081280012340	SMALL BALL - ICE MACH 1	
1	Ice Machine	ICE-O-MATIC	ICE0250FT6	14101280013228	MULTIPURPOSE - ICE MACH 2	
1	Ice Machine	ICE-O-MATIC	ICE0250FT6	15081280015039	CHAMP - ICE MACH 3	
1	Ice Machine	ICE-O-MATIC	ICE0250FT6	15081280015032	OLD SOCCER - ICE MACH 4	
1	Ice Machine	ICE-O-MATIC	ICE0250FT6	16061280011317	NEW SOCCER - ICE MACH 5	
1	Ice Machine	ICE-O-MATIC	ICE0250FT6	110987309	4 BALL - ICE MACH 6	
1	Ice Machine	ICE-O-MATIC	ICE0250FT6	110144316	5 BALL - ICE MACH 7	

SCHEDULE D

Qty	Type	Changes	Size	Manufacture	Unit Id
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Split System (Inside) Maintenance Requirements



Part	Function	Tasks Required
Filter Section	Removes Particles from the air	Replace filters quarterly
Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten Check belts – replace yearly Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check operating current & voltage Check for vibration Lubricate bearings Check motor mounts – tighten
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Check for corrosion & leaks
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Inspect nozzles Inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean heat exchangers and burners

Split System (Inside) Maintenance Requirements		
		
		Check for corrosion Check for leaks



A Fidelity Company

1385 Industrial Drive

Bolton, MS 39041

Phone: (601)398-2475

Preventive Maintenance

The Agreement is made by and between: Metro Building Services of Bolton, Mississippi herein after known as the Contractor and City of Brandon - Police Department of Brandon, Mississippi herein after known as the Customer. Services will be provided at 1455 West Government Street.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

- **Schedule "A":** Describes the level of service being provided by the Agreement.
- **Schedule "B":** Describes the limit of liability and the terms and conditions.
- **Schedule "C":** Describes the equipment covered by the Agreement.
- **Schedule "D":** Describes the filter types, sizes, and frequency of changes.

The service agreement is based on (1) Annual and (3) Operational Inspections at a price of \$2,678.00 per year, payable in equal quarterly installments of \$669.50.

The first payment is due 30 days after coverage begins, October 1, 2024. Coverage shall continue until September 30th 2024.

The schedules attached to the service Agreement constitute the entire Agreement between the Contractor and the Customer. The service Agreement remains the property of Contractor and is provided for the Customer's use only. This service Agreement is subject to management approval by Contractor. No waiver changes or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

By: **Colby Blount**

HVAC Sales

Date:

By:

Butch Lee

Mayor

Date:

SCHEDULE A

Inspections Include

Summer Annual Inspections- Condenser coil pressure wash, hand wash or chemical washing, drain pan cleaning, install drain pan tablets, blowing out the drain lines, check unit controls and components, check freon pressures and levels, check compressor amps and volts, check blower and condenser motor amps and volts. Also included is (1) belt replacement per year. Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these inspections tasking procedures. We will clean all blower wheels (including mini splits) and intake louvers.

Winter Annual Inspections- Thoroughly inspect the heating system to rectify any problems, clean and inspect the heat exchanger(s), ensure all electrical connections are tight and wiring intact, inspect the condensate system and clean and flush as necessary, examine and clean flame sensors, ignitors and burner assembly, examine the venting system, for deterioration, corrosion, or blockage, survey the vent terminations and air inlet dampers/louvers to make sure they are unobstructed and clear, check control settings as well as test safety controls and operating controls. We will clean all heat exchangers and burners on all gas heating equipment.

Operational Inspections- Inspection of unit operation, check condenser coil, clean drain pans, all mini split unit reservoirs, filters and floats shall be cleaned thoroughly with an antibacterial solution blow out all drain lines and hoses with air and leak check and install drain pan tablets, Clean with non-caustic solution such as Coil Rite", check belt tensions, and overall system operations.

Air Filter Maintenance

Included in your Maintenance Program are (4) air filter changes per year. Metro Building Services will provide the labor, materials, and dispose of the used filters

Emergency and Trouble Call Coverage

Even with the maintenance care provided in this program, occasional failures can occur. Although the cost of emergency service labor and materials are not included in this program, you will receive top priority trouble call response during peak heating and cooling periods. We will be on-site within (2) hours from receipt of your request.

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work and improvement/suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report may be provided to the customer as evidence of the completed service showing each performed task.

Metro Building Service Team

Metro Building Services has assembled a specialized maintenance team dedicated to insuring a smooth integration of this program with Preventative Maintenance Contract Customers normal business activities. This team will ensure consistency in the delivery of your maintenance program, provide for effective lines of communication, and to avoid escorting unfamiliar people through your facility.

- Your Account Manager will continue to work closely with you along with the Implementation Team to preserve the integrity of your equipment, reduce your energy and operating costs and to maintain tenant comfort. The Implementation Team will be made up of the following service professionals.
- Darlene Morgan is a Service Coordinator. Darlene is responsible for scheduling maintenance program services. Darlene and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- BJ Graves Is a Service Coordinator. BJ is responsible for scheduling maintenance program services. BJ and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- Cindy Goode is Billing Coordinator. Cindy is responsible for handling all invoicing per the terms and conditions of this agreement. Cindy can be reached at (601)398-2475.
- Travis Burrell is Director of Service Operations. Travis is responsible for all service operations, PM Contracts, PM scheduling. Travis can be reached at (601)906-2656.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time uses and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor invoices for all labor and materials to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

Emergency Service

The Contractor is on call and can provide all labor, parts, and materials seven days a week/twenty-four hours a day.

Additional Services

- 24-hour Plumbing Service
- Sheet Metal and Steel Fabrication
- Energy Management Systems and Audits
- Design Build
- Engineering
- HVAC and Plumbing Construction

Preferred Customer Pricing

As a valued customer, this agreement allows Preventative Maintenance Contract Customers to receive a 10% discount on labor for plumbing or HVAC service calls priced on a time and material basis. This discount also applies to emergency services or repairs not covered in this agreement. (Quoted or Contract pricing for equipment replacements or other major repairs are not subject to discounts as they offer best pricing already included in the quote).

Refrigerant Containment Service

We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all Federal, State and Local Regulatory Guidelines.

SCHEDULE B

Terms and Conditions

- Contractor agrees to perform all work professionally and to furnish only materials of good quality.
- The customer provides and allows reasonable access to all areas and equipment and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
- All maintenance tasks will be performed during the Contractor's normal working hours.
- The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
- Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
- Any repairs or services resulting from power failures, freezing temperatures, roof leaks through curbs or equipment, or air side corrosion will be paid for by the customer in accordance with Contractor's currently established rates.
- The agreement does not include responsibility for design deficiencies, such as, but not limited to poor air distribution, water balances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment and operating the system(s). If the equipment covered is altered, modified, changed, or moved, this Agreement may be adjusted accordingly or terminated.
- Contractor is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Contractor.
- This agreement does not include the cleaning of any air passages, air grills, or air balancing of systems.
- This agreement and all rights hereunder shall not be assignable unless approved by Contractor.
- In the event of additional freight, labor, or material costs resulting from this customer's request to avoid delays with the respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at Contractor's currently established rates.
- Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Contractor encounters such material in performing its work, Contractor will have the right to discontinue work and remove its employees until the hazard is corrected or it determined no hazard exists.

Limitations of Liability and Indemnity

- Except as provided by Mississippi Law, Contractor will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or cause beyond reasonable control.
- All work performed by Contractor that may be found in conflict with local, state, or federal building codes shall be corrected by Contractor. Vendor acknowledges that the City of Brandon, Mississippi, is a Mississippi government entity and is entitled to certain protections, limitations, defenses, and privileges, and immunities as provided by MCA Section 11-46-1 et. Seq. (The Mississippi Tort Claims Act) and as otherwise provided by Mississippi law and that all such protections, limitations, defenses, privileges and immunities are reserved and asserted by the City, the provisions of this Agreement notwithstanding.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
1	Split System (Outside)	16	mitsubishi	PURY-P168TNU-A	N/A	GROUND ODU-1
1	Split System (Outside)	16	mitsubishi	PURY-P168TNU-A	N/A	GROUND ODU-2
1	Split System (Outside)	16	mitsubishi	PURY-P168TNU-A	N/A	GROUND ODU-3
1	Split System (Inside)	2.5	mitsubishi	PVfy-P30NAMU-E	N/A	IU-1-01
1	Split System (Inside)	2	mitsubishi	PVfy-P30NAMU-E	N/A	IU-1-02
1	Split System (Inside)	2	mitsubishi	PVfy-P30NAMU-E	N/A	IU-1-03
1	Split System (Inside)	1	mitsubishi	PVfy-P30NAMU-E	N/A	IU-1-04
1	Split System (Inside)	5	mitsubishi	PVfy-P30NAMU-E	N/A	IU-1-05
1	Split System (Inside)	1	mitsubishi	PVfy-P30NAMU-E	N/A	IU-1-06
1	Split System (Inside)	2	mitsubishi	PVfy-P30NAMU-E	N/A	IU-1-07
1	Split System (Inside)	1	mitsubishi	PVfy-P30NAMU-E	N/A	IU-1-08
1	Split System (Inside)	3	mitsubishi	PVfy-P30NAMU-E	N/A	IU-2-01
1	Split System (Inside)	2	mitsubishi	PVfy-P30NAMU-E	N/A	IU-2-02
1	Split System (Inside)	4	mitsubishi	PVfy-P30NAMU-E	N/A	IU-2-03
1	Split System (Inside)	2.5	mitsubishi	PVfy-P30NAMU-E	N/A	IU-2-04
1	Split System (Inside)	5	mitsubishi	PVfy-P30NAMU-E	N/A	IU-2-05
1	Split System (Inside)	1.5	mitsubishi	PVfy-P30NAMU-E	N/A	IU-3-01
1	Split System (Inside)	5	mitsubishi	PVfy-P30NAMU-E	N/A	IU-3-02
1	Split System (Inside)	1.5	mitsubishi	PVfy-P30NAMU-E	N/A	IU-3-03
1	Split System (Inside)	2.5	mitsubishi	PVfy-P30NAMU-E	N/A	IU-3-04
1	Split System (Inside)	3	mitsubishi	PVfy-P30NAMU-E	N/A	IU-3-05
1	Split System (Inside)	1	mitsubishi	PVfy-P30NAMU-E	N/A	IU-3-06
1	Split System (Inside)	1	mitsubishi	PVfy-P30NAMU-E	N/A	IU-3-06
1	Custom Equipment	1	mitsubishi	CMB-P108NU-JA1	N/A	BRANCH SELECTOR
1	Custom Equipment	1	mitsubishi	CMB-P108NU-JA1	N/A	BRANCH SELECTOR
1	Custom Equipment	1	mitsubishi	CMB-P108NU-JA1	N/A	BRANCH SELECTOR
1	Makeup Air Units	1500	AAON	V3-CRB-8-0162C-3FS	N/A	OAU-1
1	Split System (Outside)	8	AAON	V3-CRB-8-0162C-3FS	N/A	OAU-1, OUTDOOR AIR UNIT
1	Split System (Inside)	8	AAON	V3-CRB-8-0162C-3FS	N/A	OAU-1, OUTDOOR AIR UNIT
1	Split System (Outside)	8	AAON	CFA-013-B-A-A-8-ACOOJ	N/A	CU-1

SCHEDULE D

Qty	Type	Changes	Size	Manufacture	Unit Id
21	Pleated	4	20x20x1		FILTERS
4	Pleated	4	16x20x2		FILTERS

Split System (Outside) Maintenance Requirements		
		
Part	Function	Tasks Required
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Check for vibration Observe operating temperatures

Split System (Inside) Maintenance Requirements



Part	Function	Tasks Required
Filter Section	Removes Particles from the air	
Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten Check belts – replace yearly Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check for vibration Lubricate bearings Check motor insulation resistance Check motor mounts - tighten
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Check for corrosion & leaks
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Inspect nozzles Inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks

Makeup Air Units Maintenance Requirements



Part	Function	Tasks Required
Motor	Drives fan	Inspect coil & contacts Check motor mounts Check for vibration
Blower Housing	Provides a space to hold the blower wheel.	Check for vibration Check blade/wheel clearance
Filter Section	Removes particles from the air	Replace filters quarterly
Fresh Air Damper	Provide a source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Supply Fan	Circulates/distribute air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings Check shaft alignment Check fan blade clearance & tightness
Burner Section	Provides combustion control Regulates fuel Safety controls for heating	Inspect nozzles Inspect bower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for served space	Inspect & clean Check for corrosion Check for leaks
Belts & Pulleys	Connects fan motor to fan	Check alignment Check for wear Check belt tension

Pleated Maintenance Requirements



Part	Function	Tasks Required
Filter	Clear Air	Replace quarterly



A Fidelity Company

1385 Industrial Drive

Bolton, MS 39041

Phone: (601)398-2475

Preventive Maintenance

The Agreement is made by and between: Metro Building Services of Bolton, Mississippi herein after known as the Contractor and City of Brandon - Library of Brandon, Mississippi herein after known as the Customer. Services will be provided at 1475 W. Government Street.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

- **Schedule "A":** Describes the level of service being provided by the Agreement.
- **Schedule "B":** Describes the limit of liability and the terms and conditions.
- **Schedule "C":** Describes the equipment covered by the Agreement.
- **Schedule "D":** Describes the filter types, sizes, and frequency of changes.

The service agreement is based on (1) Annual and (3) Operational Inspections at a price of \$3,630.00 per year, payable in equal quarterly installments of \$907.50.

The first payment is due 30 days after coverage begins, October 1, 2024. Coverage shall continue until September 30th, 2025.

The schedules attached to the service Agreement constitute the entire Agreement between the Contractor and the Customer. The service Agreement remains the property of Contractor and is provided for the Customer's use only. This service Agreement is subject to management approval by Contractor. No waiver changes or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

By: COLBY BLOUNT

HVAC SALES

By:

Butch Lee

Mayor

Date:

SCHEDULE A

Inspections Include

Summer Annual Inspections- Condenser coil pressure wash, hand wash or chemical washing, drain pan cleaning, install drain pan tablets, blowing out the drain lines, check unit controls and components, check freon pressures and levels, check compressor amps and volts, check blower and condenser motor amps and volts. Also included is (1) belt replacement per year. Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these inspections tasking procedures. We will clean all blower wheels (including mini splits) and intake louvers.

Winter Annual Inspections- Thoroughly inspect the heating system to rectify any problems, clean and inspect the heat exchanger(s), ensure all electrical connections are tight and wiring intact, inspect the condensate system and clean and flush as necessary, examine and clean flame sensors, ignitors and burner assembly, examine the venting system, for deterioration, corrosion, or blockage, survey the vent terminations and air inlet dampers/louvers to make sure they are unobstructed and clear, check control settings as well as test safety controls and operating controls. We will check and clean all heat exchangers on all gas heating Equipment.

Operational Inspections- Inspection of unit operation, check condenser coils, clean drain pans, all mini split unit reservoirs, filters and floats shall be cleaned thoroughly with an antibacterial solution blow out all drain lines and hoses with air and leak check and install drain pan tablets, Clean with non-caustic solution such as Coil Rite", check belt tensions, and overall system operations.

Air Filter Maintenance

Included in your Maintenance Program are (4) air filter changes per year. Metro Building Services will provide filters, labor, materials, and dispose of the used filters.

Emergency and Trouble Call Coverage

Even with the maintenance care provided in this program, occasional failures can occur. Although the cost of emergency service labor and materials are not included in this program, you will receive top priority trouble call response during peak heating and cooling periods. We will be on-site within (2) hours from receipt of your request.

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work and improvement/suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report may be provided to the customer as evidence of the completed service showing each performed task.

Metro Building Service Team

Metro Building Services has assembled a specialized maintenance team dedicated to insuring a smooth integration of this program with Preventative Maintenance Contract Customers normal business activities. This team will ensure consistency in the delivery of your maintenance program, provide for effective lines of communication, and to avoid escorting unfamiliar people through your facility.

Your Account Manager will continue to work closely with you along with the Implementation Team to preserve the integrity of your equipment, reduce your energy and operating costs and to maintain tenant comfort. The Implementation Team will be made up of the following service professionals.

- Darlene Morgan is a Service Coordinator. Darlene is responsible for scheduling maintenance program services. Darlene and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- BJ Graves Is a Service Coordinator. BJ is responsible for scheduling maintenance program services. BJ and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- Cindy Goode is Billing Coordinator. Cindy is responsible for handling all invoicing per the terms and conditions of this agreement. Cindy can be reached at (601)398-2475.
- Travis Burrell is Director of Service Operations. Travis is responsible for all service operations, PM Contracts, PM scheduling. Travis can be reached at (601)906-2656.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time uses and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor invoices for all labor and materials to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

Emergency Service

The Contractor is on call and can provide all labor, parts and materials seven days a week/twenty-four hours a day.

Additional Services

- 24-hour Plumbing Service
- Sheet Metal and Steel Fabrication
- Energy Management Systems and Audits
- Design Build
- Engineering
- HVAC and Plumbing Construction

Preferred Customer Pricing

As a valued customer, this agreement allows Preventative Maintenance Contract Customers to receive a 10% discount on labor for plumbing or HVAC service calls priced on a time and material basis. This discount also applies to emergency services or repairs not covered in this agreement. (Quoted or Contract pricing for equipment replacements or other major repairs are not subject to discounts as they offer best pricing already included in the quote).

Refrigerant Containment Service

We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all Federal, State and Local Regulatory Guidelines.

SCHEDULE B

Terms and Conditions

- Contractor agrees to perform all work professionally and to furnish only materials of good quality.
 - The customer provides and allows reasonable access to all areas and equipment and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
 - All maintenance tasks will be performed during the Contractor's normal working hours.
 - The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
 - Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
 - Any repairs or services resulting from power failures, freezing temperatures, roof leaks through curbs or equipment, or air side corrosion will be paid for by the customer in accordance with Contractor's currently established rates.
 - The agreement does not include responsibility for design deficiencies, such as, but not limited to poor air distribution, water balances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment and operating the system(s). If the equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly or terminated.
 - Contractor is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
 - The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Contractor.
 - This agreement does not include the cleaning of any air passages, air grills, or air balancing of systems.
 - This agreement and all rights hereunder shall not be assignable unless approved by Contractor.
 - In the event of additional freight, labor, or material costs resulting from this customer's request to avoid delays with the respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at Contractor's currently established rates.
-
- Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Contractor encounters such material in performing its work, Contractor will have the right to discontinue work and remove its employees until the hazard is corrected or it determined no hazard exists.

Limitations of Liability and Indemnity

- Except as provided by Mississippi Law, Contractor will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or cause beyond reasonable control.
- All work performed by Contractor that may be found in conflict with local, state, or federal building codes shall be corrected by Contractor. Vendor acknowledges that the City of Brandon, Mississippi, is a Mississippi government entity and is entitled to certain protections, limitations, defenses, and privileges, and immunities as provided by MCA Section 11-46-1 et. Seq. (The Mississippi Tort Claims Act) and as otherwise provided by Mississippi law and that all such protections, limitations, defenses, privileges and immunities are reserved and asserted by the City, the provisions of this Agreement notwithstanding.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
1	Air Handling Unit	10	TRANE	MCCA035A	K02F86068	AHU-1
1	Air Handling Unit	10	TRANE	MCCA035A	K02F86150	AHU-2
1	Air Handling Unit	10	TRANE	MCCA025A	K02F86157	AHU-3
1	Air Handling Unit	10	TRANE	MCCA014A	K02F86170	AHU-4
1	Packaged Chillers	140	TRANE	RTAC1404	IJ02G05717	CH-1
1	Gas Boiler	60	LOCHINVAR	CHN1801	HO2H0014622	B-1, BOILER
1	Standard Pumps		BALDOR	N/A	N/A	PUMP-1
1	Standard Pumps		BALDOR	N/A	N/A	PUMP-2
3	Belts		TRANE	MCCA035	N/A	AHU-1-BELT
2	Belts		TRANE	MCCA035	N/A	AHU-2-BELT
2	Belts		TRANE	MCCA025	N/A	AHU-3-BELT
1	Belts		TRANE	MCCA014	N/A	AHU-4-BELT

SCHEDULE D

Qty	Type	Changes	Size	Manufacture	Unit Id
1	Pleated	4	16x16x1		FILTERS
3	Pleated	4	16x20x2		FILTERS
12	Pleated	4	16x25x2		FILTERS
3	Pleated	4	20x20x2		FILTERS
16	Pleated	4	20x25x2		FILTERS

Air Handling Unit Maintenance Requirements



Part	Function	Tasks Required
Dampers	Regulates quantity of air through unit	Lubricate bearings Check for proper operation Adjust & calibrate Clean surfaces Tighten connections
Filters	Remove particles from the air	Replace filters quarterly
Heating & Cooling Coils	Provides for heat transfer	Clean coils Check for leaks Inspect for corrosion
Motor	Drives fan	Inspect contacts & starter Check for vibration Tighten electrical connections Tighten mountings Lubricate motor
Fan	Moves air to space being served	Clean & inspect Check for vibrations Check fan rotation

Packaged Chillers Maintenance Requirements



Part	Function	Tasks Required
Filter Dryer	Removes particles from the liquid	Replace filters Quarterly
Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings

Packaged Chillers Maintenance Requirements



Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Check for vibration Observe operating temperatures
Zone Control Actuators	Operates zone dampers by space thermostat	Inspect for proper operation Clean surfaces
Cooling Coil	Provides cool surface for heat transfer in air	Inspect surfaces Check for corrosion & leaks
Sump	Storage area for tower water	Clean sump & inspect for corrosion
Water Inlet & Outlet	Provides connections for condenser water	Inspect & check for leaks

Gas Boiler Maintenance Requirements



Part	Function	Tasks Required
Burner Section	Heat transfer from fuel to heating medium	Check flame shape & composition Inspect nozzles & orifices Clean igniters & pilot, clean heat exchangers and burners

Gas Boiler Maintenance Requirements



Boiler Section	Store heating medium during heat transfer	Inspect for leaks Clean all surfaces
Controls & Limits	Control fuel input to maintain desired temperature and safety	Perform operational tests of: Control sequences, Hi-temp safety, Flame failure, Hi/Low fuel pressure, Low water blow down - fuel

Standard Pumps Maintenance Requirements



Part	Function	Tasks Required
Base	Support for pump	Check pump mounts for tightness/wear Inspect for corrosion
Motor	Provides source of energy to transfer medium through pump	Inspect coils & contacts Lubricate bearings
Coupling	Links motor to pump	Check for proper alignment Inspect wear Inspect shaft
Impeller	Moves medium through pump into pipe system	Listen for proper operation
Housing	Provides link to piping system	Check packing & seals for leaks Inspect gaskets Lubricate drive shaft bearings Clean surface

Pleated Maintenance Requirements



Part	Function	Tasks Required
Filter	Clear Air	Replace quarterly



A Fidelity Company

1385 Industrial Drive

Bolton, MS 39041

Phone: (601)398-2475

Preventive Maintenance

The Agreement is made by and between: Metro Building Services of Bolton, Mississippi herein after known as the Contractor and City of Brandon - Fire Station #1 of Brandon, Mississippi herein after known as the Customer. Services will be provided at 629 Marquette Road.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

- **Schedule "A":** Describes the level of service being provided by the Agreement.
- **Schedule "B":** Describes the limit of liability and the terms and conditions.
- **Schedule "C":** Describes the equipment covered by the Agreement.
- **Schedule "D":** Describes the filter types, sizes, and frequency of changes.

The service agreement is based on (1) Annual inspection and (3) Operational Inspections at a price of \$590.00 per year, payable in Quarterly payments of \$147.00.

Payment is due 30 days after coverage begins, October 1, 2024 Coverage shall continue until September 30th 2025.

The schedules attached to the service Agreement constitute the entire Agreement between the Contractor and the Customer. The service Agreement remains the property of Contractor and is provided for the Customer's use only. This service Agreement is subject to management approval by Contractor. No waiver changes or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

By: COLBY BLOUNT

HVAC SALES

By:

Butch Lee

Mayor

Date:

SCHEDULE A

Inspections Include

Summer Annual Inspections- Condenser coil pressure wash, hand wash or chemical washing, drain pan cleaning, install drain pan tablets, blowing out the drain lines, check unit controls and components, check freon pressures and levels, check compressor amps and volts, check blower and condenser motor amps and volts. Also included is (1) belt replacement per year. Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these inspections tasking procedures. We will clean all blower wheels (including mini splits) and intake louvers.

Winter Annual Inspections- Thoroughly inspect the heating system to rectify any problems, clean and inspect the heat exchanger(s), ensure all electrical connections are tight and wiring intact, inspect the condensate system and clean and flush as necessary, examine and clean flame sensors, ignitors and burner assembly, examine the venting system, for deterioration, corrosion, or blockage, survey the vent terminations and air inlet dampers/louvers to make sure they are unobstructed and clear, check control settings as well as test safety controls and operating controls. We will check and clean all heat exchangers and burners on all gas heating equipment.

Operational Inspections- Inspection of unit operation, check condenser coils, clean drain pans, all mini split unit reservoirs, filters and floats shall be cleaned thoroughly with an antibacterial solution blow out all drain lines and hoses with air and leak check and install drain pan tablets, Clean with non-caustic solution such as Coil Rite", check belt tensions, and overall system operations.

Air Filter Maintenance

Included in your Maintenance Program are (0) air filter changes per year. (Customer to provide and change filters.

Emergency and Trouble Call Coverage

Even with the maintenance care provided in this program, occasional failures can occur.

Although the cost of emergency service labor and materials are not included in this program, you will receive top priority trouble call response during peak heating and cooling periods. We will be on-site within (2) hours from receipt of your request.

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work and improvement/suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report may be provided to the customer as evidence of the completed service showing each performed task.

Metro Building Service Team

Metro Building Services has assembled a specialized maintenance team dedicated to insuring a smooth integration of this program with Preventative Maintenance Contract Customers normal business activities. This team will ensure consistency in the delivery of your maintenance program, provide for effective lines of communication, and to avoid escorting unfamiliar people through your facility.

- Your Account Manager will continue to work closely with you along with the Implementation Team to preserve the integrity of your equipment, reduce your energy and operating costs and to maintain tenant comfort. The Implementation Team will be made up of the following service professionals. Darlene Morgan is a Service Coordinator. Darlene is responsible for scheduling all maintenance program services. Darlene and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- BJ Graves Is a Service Coordinator. BJ is responsible for scheduling all maintenance program services. BJ and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- Cindy Goode is Billing Coordinator. Cindy is responsible for handling all invoicing per the terms and conditions of this agreement. Cindy can be reached at (601)398-2475.
- Travis Burrell is Director of Service Operations. Travis is responsible for all service operations, PM Contracts, PM scheduling. Travis can be reached at (601)906-2656.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time uses and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor invoices for all labor and materials to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

Emergency Service

The Contractor is on call and can provide all labor, parts and materials seven days a week/twenty-four hours a day.

Additional Services

- 24-hour Plumbing Service
- Sheet Metal and Steel Fabrication
- Energy Management Systems and Audits
- Design Build
- Engineering
- HVAC and Plumbing Construction

Preferred Customer Pricing

As a valued customer, this agreement allows Preventative Maintenance Contract Customers to receive a 10% discount on labor for plumbing or HVAC service calls priced on a time and material basis. This discount also applies to emergency services or repairs not covered in this agreement. (Quoted or Contract pricing for equipment replacements or other major repairs are not subject to discounts as they offer best pricing already included in the quote).

Refrigerant Containment Service

We will use recovery, recycling and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all Federal, State and Local Regulatory Guidelines.

SCHEDULE B

Terms and Conditions

- Contractor agrees to perform all work professionally and to furnish only materials of good quality.
 - The customer provides and allows reasonable access to all areas and equipment and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
 - All maintenance tasks will be performed during the Contractor's normal working hours.
 - The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
 - Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
 - Any repairs or services resulting from power failures, freezing temperatures, roof leaks through curbs or equipment, or air side corrosion will be paid for by the customer in accordance with Contractor's currently established rates.
 - The agreement does not include responsibility for design deficiencies, such as, but not limited to poor air distribution, water balances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment and operating the system(s). If the equipment covered is altered, modified, changed, or moved, this Agreement may be adjusted accordingly or terminated.
 - Contractor is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
 - The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Contractor.
 - This agreement does not include the cleaning of any air passages, air grills, or air balancing of systems.
 - This agreement and all rights hereunder shall not be assignable unless approved by Contractor.
 - In the event of additional freight, labor, or material costs resulting from this customer's request to avoid delays with the respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at Contractor's currently established rates.
-
- Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Contractor encounters such material in performing its work, Contractor will have the right to discontinue work and remove its employees until the hazard is corrected or it determined no hazard exists.

Limitations of Liability and Indemnity

- Except as provided by Mississippi Law, Contractor will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or cause beyond reasonable control.
- All work performed by Contractor that may be found in conflict with local, state, or federal building codes shall be corrected by Contractor. Vendor acknowledges that the City of Brandon, Mississippi, is a Mississippi government entity and is entitled to certain protections, limitations, defenses, and privileges, and immunities as provided by MCA Section 11-46-1 et. Seq. (The Mississippi Tort Claims Act) and as otherwise provided by Mississippi law and that all such protections, limitations, defenses, privileges and immunities are reserved and asserted by the City, the provisions of this Agreement notwithstanding.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
1	Split System (Outside)	5	RHEEM	13ACA60A01757	8378W271206559	GROUND CU-1
1	Split System (Inside)	5	YORK	P1CKD20N096601A	EFBM068258	CLOSET - FURN-1

(1) ICE MACHINE – ICE O-MATIC

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Split System (Outside) Maintenance Requirements		
		
Part	Function	Tasks Required
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear

Split System (Outside) Maintenance Requirements



Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Check for vibration Observe operating temperatures

Split System (Inside) Maintenance Requirements



Part	Function	Tasks Required
Filter Section	Removes Particles from the air	Replace once yearly

Split System (Inside) Maintenance Requirements



Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten Check belts replace yearly Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check for vibration Lubricate bearings Check motor mounts - tighten
Cooling Coil	Provides cool surface for heat transfer in air	Inspect surfaces Check for corrosion & leaks
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Clean & inspect nozzles Clean & inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks

Metro Building Services



A Fidelity Company

1385 Industrial Drive

Bolton, MS 39041

Phone: (601)398-2475

Preventive Maintenance

The Agreement is made by and between: Metro Building Services of Bolton, Mississippi herein after known as the Contractor and City of Brandon - Fire Station #2 of Brandon, Mississippi herein after known as the Customer. Services will be provided at 5065 Warner Drive.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

- **Schedule "A":** Describes the level of service being provided by the Agreement.
- **Schedule "B":** Describes the limit of liability and the terms and conditions.
- **Schedule "C":** Describes the equipment covered by the Agreement.
- **Schedule "D":** Describes the filter types, sizes, and frequency of changes.

The service agreement is based on (1) Annual Inspection and (3) Operational Inspections at a price of \$ 784.00 per year, payable in Quarterly payments of \$196.00.

Payment is due 30 days after coverage begins, October 1, 2024 Coverage shall continue until September 30th 2025.

The schedules attached to the service Agreement constitute the entire Agreement between the Contractor and the Customer. The service Agreement remains the property of Contractor and is provided for the Customer's use only. This service Agreement is subject to management approval by Contractor. No waiver changes or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

By: COLBY BLOUNT

HVAC SALES

By:

Butch lee

Mayor

Date:

SCHEDULE A

Inspections Include

Summer Annual Inspections- Condenser coil pressure wash, hand wash or chemical washing, drain pan cleaning, install drain pan tablets, blowing out the drain lines, check unit controls and components, check freon pressures and levels, check compressor amps and volts, check blower and condenser motor amps and volts. Also included is (1) belt replacement per year. Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these inspections tasking procedures. We will clean all blower wheels (including mini splits) and intake louvers.

Winter Annual Inspections- Thoroughly inspect the heating system to rectify any problems, clean and inspect the heat exchanger(s), ensure all electrical connections are tight and wiring intact, inspect the condensate system and clean and flush as necessary, examine and clean flame sensors, ignitors and burner assembly, examine the venting system, for deterioration, corrosion, or blockage, survey the vent terminations and air inlet dampers/louvers to make sure they are unobstructed and clear, check control settings as well as test safety controls and operating controls. We will check and clean heat exchangers and burners on all gas heating equipment.

Operational Inspections- Inspection of unit operation, check condenser coils, clean drain pans, all mini split unit reservoirs, filters and floats shall be cleaned thoroughly with an antibacterial solution blow out all drain lines and hoses with air and leak check and install drain pan tablets, Clean with non-caustic solution such as Coil Rite", check belt tensions, and overall system operations.

Air Filter Maintenance

Included in your Maintenance Program are (0) air filter changes per year. (Customer provides and changes filters).

Emergency and Trouble Call Coverage

Even with the maintenance care provided in this program, occasional failures can occur. Although the cost of emergency service labor and materials are not included in this program, you will receive top priority trouble call response during peak heating and cooling periods. We will be on-site within (2) hours from receipt of your request.

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work and improvement/suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a contractor service report. This report may be provided to the customer as evidence of the completed service showing each performed task.

Metro Building Service Team

Metro Building Services has assembled a specialized maintenance team dedicated to insuring a smooth integration of this program with Preventative Maintenance Contract Customers normal business activities. This team will ensure consistency in the delivery of your maintenance program, provide for effective lines of communication, and to avoid escorting unfamiliar people through your facility.

Your Account Manager will continue to work closely with you along with the Implementation Team to preserve the integrity of your equipment, reduce your energy and operating costs and to maintain tenant comfort. The Implementation Team will be made up of the following service professionals.

- Darlene Morgan is a Service Coordinator. Darlene is responsible for scheduling all maintenance program services. Darlene and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- BJ Graves Is a Service Coordinator. BJ is responsible for scheduling all maintenance program services. BJ and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- Cindy Goode is Billing Coordinator. Cindy is responsible for handling all invoicing per the terms and conditions of this agreement. Cindy can be reached at (601)398-2475.
- Travis Burrell is Director of Service Operations. Travis is responsible for all service operations, PM Contracts, PM scheduling. Travis can be reached at (601)906-2656.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time uses and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor invoices for all labor and materials to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

Emergency Service

The Contractor is on call and can provide all labor, parts, and materials seven days a week/twenty-four hours a day.

Additional Services

- 24-hour Plumbing Service
- Sheet Metal and Steel Fabrication
- Energy Management Systems and Audits
- Design Build
- Engineering
- HVAC and Plumbing Construction

Preferred Customer Pricing

As a valued customer this agreement allows Preventative Maintenance Contract Customers to receive a 10% discount on labor for plumbing or HVAC service calls priced on a time and material basis. This discount also applies to emergency services or repairs not covered in this agreement. (Quoted or Contract pricing for equipment replacements or other major repairs are not subject to discounts as they offer best pricing already included in the quote).

Refrigerant Containment Service

We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all Federal, State and Local Regulatory Guidelines.

SCHEDULE B

Terms and Conditions

- Contractor agrees to perform all work professionally and to furnish only materials of good quality.
 - The customer provides and allows reasonable access to all areas and equipment and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
 - All maintenance tasks will be performed during the Contractor's normal working hours.
 - The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
 - Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports, and other non-moving parts, are not included in this Agreement.
 - Any repairs or services resulting from power failures, freezing temperatures, roof leaks through curbs or equipment, or air side corrosion will be paid for by the customer in accordance with Contractor's currently established rates.
 - The agreement does not include responsibility for design deficiencies, such as, but not limited to poor air distribution, water balances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment and operating the system(s). If the equipment covered is altered, modified, changed, or moved, this Agreement may be adjusted accordingly or terminated.
 - Contractor is not responsible for the removal or disposal of any hazardous materials, or any cost associated with these materials unless otherwise noted in this Agreement.
 - The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Contractor.
 - This agreement does not include the cleaning of any air passages, air grills, or air balancing of systems.
 - This agreement and all rights hereunder shall not be assignable unless approved by Contractor.
 - In the event of additional freight, labor, or material costs resulting from this customer's request to avoid delays with the respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at Contractor's currently established rates.
-
- Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Contractor encounters such material in

performing its work, Contractor will have the right to discontinue work and remove its employees until the hazard is corrected or it determined no hazard exists.

Limitations of Liability and Indemnity

- Except as provided by Mississippi Law, Contractor will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or cause beyond reasonable control.
- All work performed by Contractor that may be found in conflict with local, state, or federal building codes shall be corrected by Contractor. Vendor acknowledges that the City of Brandon, Mississippi, is a Mississippi government entity and is entitled to certain protections, limitations, defenses, and privileges, and immunities as provided by MCA Section 11-46-1 et. Seq. (The Mississippi Tort Claims Act) and as otherwise provided by Mississippi law and that all such protections, limitations, defenses, privileges and immunities are reserved and asserted by the City, the provisions of this Agreement notwithstanding.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
1	Split System (Inside)	3	LENNOX	ML193UH090XP36C-5	1715L21867	EQUIPMENT ROOM FURN-1
1	Split System (Outside)	3	LENNOX	14ACXS036-230A18	1915MO9568	Ground CU-1
1	Split System (Inside)	3	LENNOX	ML193UH090XP36C-5	1715L21869	EQUIPMENT ROOM FURN-2
1	Split System (Outside)	3	LENNOX	14ACXS036-230A18	1915MO9566	Ground CU-2
1	Humidifier		LENNOX	HCWHD3-095	2215H02515	EQUIPMENT ROOM-HUMIDIFIER 1

(1) Ice machine - ice o-matic

Split System (Inside) Maintenance Requirements



Part	Function	Tasks Required
Filter Section	Removes Particles from the air	Replace filters quarterly
Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten Check belts replacement yearly Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check for vibration Lubricate bearings Check motor mounts - tighten
Cooling Coil	Provides cool surface for heat transfer in air	Inspect surface Check for corrosion & leaks
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Clean & inspect nozzles Clean & inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks

Split System (Outside) Maintenance Requirements



Part	Function	Tasks Required
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Check for vibration Observe operating temperatures
Zone Control Actuators	Operates zone dampers by space thermostat	Inspect for proper operation Clean surfaces Adjust as needed



A Fidelity Company

1385 Industrial Drive

Bolton, MS 39041

Phone: (601)398-2475

Preventive Maintenance

The Agreement is made by and between: Metro Building Services of Bolton, Mississippi herein after known as the Contractor and City of Brandon - Fire Station #3 of Brandon, Mississippi herein after known as the Customer. Services will be provided at 147 Kennedy Farm Parkway.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

- **Schedule "A":** Describes the level of service being provided by the Agreement.
- **Schedule "B":** Describes the limit of liability and the terms and conditions.
- **Schedule "C":** Describes the equipment covered by the Agreement.
- **Schedule "D":** Describes the filter types, sizes, and frequency of changes.

The service agreement is based on (1) Annual Inspection and (3) Operational Inspections at a price of \$784.00 per year, payable in quarterly payments of \$196.00.

Payment is due 30 days after coverage begins, October 1, 2024. Coverage shall continue until September 30th 2025.

The schedules attached to the service Agreement constitute the entire Agreement between the Contractor and the Customer. The service Agreement remains the property of Contractor and is provided for the Customer's use only. This service Agreement is subject to management approval by Contractor. No waiver changes or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

By: COLBY BLOUNT

HVAC SALES

By:

Butch Lee

Mayor

Date:

SCHEDULE A

Inspections Include

Summer Annual Inspections- Condenser coil pressure wash, hand wash or chemical washing, drain pan cleaning, install drain pan tablets, blowing out the drain lines, check unit controls and components, check freon pressures and levels, check compressor amps and volts, check blower and condenser motor amps and volts. Also included is (1) belt replacement per year. Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these inspections tasking procedures. We will clean all blower wheels (including mini splits) and intake louvers.

Winter Annual Inspections- Thoroughly inspect the heating system to rectify any problems, clean and inspect the heat exchanger(s), ensure all electrical connections are tight and wiring intact, inspect the condensate system and clean and flush as necessary, examine and clean flame sensors, ignitors and burner assembly, examine the venting system, for deterioration, corrosion, or blockage, survey the vent terminations and air inlet dampers/louvers to make sure they are unobstructed and clear, check control settings as well as test safety controls and operating controls. We will check and clean heat exchangers and burners on all gas heating equipment.

Operational Inspections- Inspection of unit operation, check condenser coils, clean drain pans, all mini split unit reservoirs, filters and floats shall be cleaned thoroughly with an antibacterial solution blow out all drain lines and hoses with air and leak check and install drain pan tablets, Clean with non-caustic solution such as Coil Rite", check belt tensions, and overall system operations.

Air Filter Maintenance

Included in your Maintenance Program are (0) air filter changes per year. (Customer to provide and install filters).

Emergency and Trouble Call Coverage

Even with the maintenance care provided in this program, occasional failures can occur. Although the cost of emergency service labor and materials are not included in this program, you will receive top priority trouble call response during peak heating and cooling periods. We will be on-site within (2) hours from receipt of your request.

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work and improvement/suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report may be provided to the customer as evidence of the completed service showing each performed task.

Metro Building Service Team

Metro Building Services has assembled a specialized maintenance team dedicated to insuring a smooth integration of this program with Preventative Maintenance Contract Customers normal business activities. This team will ensure consistency in the delivery of your maintenance program, provide for effective lines of communication, and to avoid escorting unfamiliar people through your facility.

- Your Account Manager will continue to work closely with you along with the Implementation Team to preserve the integrity of your equipment, reduce your energy and operating costs and to maintain tenant comfort. The Implementation Team will be made up of the following service professionals.
- Darlene Morgan is a Service Coordinator. Darlene is responsible for scheduling all maintenance program services. Darlene and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- BJ Graves Is a Service Coordinator. BJ is responsible for scheduling all maintenance program services. BJ and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- Cindy Goode is Billing Coordinator. Cindy is responsible for handling all invoicing per the terms and conditions of this agreement. Cindy can be reached at (601)398-2475.
- Travis Burrell is Director of Service Operations. Travis is responsible for all service operations, PM Contracts, PM scheduling. Travis can be reached at (601)906-2656.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time uses and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor invoices for all labor and materials to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

Emergency Service

The Contractor is on call and can provide all labor, parts and materials seven days a week/twenty-four hours a day.

Additional Services

- 24-hour Plumbing Service
- Sheet Metal and Steel Fabrication
- Energy Management Systems and Audits
- Design Build
- Engineering
- HVAC and Plumbing Construction

Preferred Customer Pricing

As a valued customer, this agreement allows Preventative Maintenance Contract Customers to receive a 10% discount on labor for plumbing or HVAC service calls priced on a time and material basis. This discount also applies to emergency services or repairs not covered in this agreement. (Quoted or Contract pricing for equipment replacements or other major repairs are not subject to discounts as they offer best pricing already included in the quote).

Refrigerant Containment Service

We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all Federal, State and Local Regulatory Guidelines.

SCHEDULE B

Terms and Conditions

- Contractor agrees to perform all work professionally and to furnish only materials of good quality.
 - The customer provides and allows reasonable access to all areas and equipment and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
 - All maintenance tasks will be performed during the Contractor's normal working hours.
 - The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
 - Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
 - Any repairs or services resulting from power failures, freezing temperatures, roof leaks through curbs or equipment, or air side corrosion will be paid for by the customer in accordance with Contractor's currently established rates.
 - The agreement does not include responsibility for design deficiencies, such as, but not limited to poor air distribution, water balances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment and operating the system(s). If the equipment covered is altered, modified, changed, or moved, this Agreement may be adjusted accordingly or terminated.
 - Contractor is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
 - The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Contractor.
 - This agreement does not include the cleaning of any air passages, air grills, or air balancing of systems.
 - This agreement and all rights hereunder shall not be assignable unless approved by Contractor.
 - In the event of additional freight, labor, or material costs resulting from this customer's request to avoid delays with the respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at Contractor's currently established rates.
-
- Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Contractor encounters such material in performing its work, Contractor will have the right to discontinue work and remove its employees until the hazard is corrected or it determined no hazard exists.

Limitations of Liability and Indemnity

- Except as provided by Mississippi Law, Contractor will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or cause beyond reasonable control.
- All work performed by Contractor that may be found in conflict with local, state, or federal building codes shall be corrected by Contractor. Vendor acknowledges that the City of Brandon, Mississippi, is a Mississippi government entity and is entitled to certain protections, limitations, defenses, and privileges, and immunities as provided by MCA Section 11-46-1 et. Seq. (The Mississippi Tort Claims Act) and as otherwise provided by Mississippi law and that all such protections, limitations, defenses, privileges and immunities are reserved and asserted by the City, the provisions of this Agreement notwithstanding.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
1	Split System (Inside)	3	LENNOX	ML193UH090XP36C-5	1715k22595	EQUIPMENT ROOM FURN-1
1	Split System (Outside)	3	LENNOX	14ACXS036-230A18	1915MO9569	GROUND CU-1
1	Split System (Inside)	3	LENNOX	ML193UH090XP36C-5	1915L12469	EQUIPMENT ROOM FURN-2
1	Split System (Outside)	3	LENNOX	14ACXS036-230A18	1915MO9567	GROUND CU-2
1	Humidifier		LENNOX	HCWHD3-095	N/A	EQUIPMENT ROOM - HUMIDIFIER 1

(1) Ice Machine – ice o matic

Split System (Inside) Maintenance Requirements		
		
Part	Function	Tasks Required
Filter Section	Removes Particles from the air	Replace filters quarterly
Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings

Split System (Inside) Maintenance Requirements



Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten Check belts –Yearly Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check for vibration Lubricate bearings Check motor mounts – tighten
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Check for corrosion & leaks
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Clean & inspect nozzles Clean & inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks

Split System (Outside) Maintenance Requirements



Part	Function	Tasks Required
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Check for vibration Observe operating temperatures
Zone Control Actuators	Operates zone dampers by space thermostat	Inspect for proper operation Clean surfaces Adjust as needed



A Fidelity Company

1385 Industrial Drive

Bolton, MS 39041

Phone: (601)398-2475

Preventive Maintenance

The Agreement is made by and between: Metro Building Services of Bolton, Mississippi herein after known as the Contractor and City of Brandon - Fire Station #4 of Brandon, Mississippi herein after known as the Customer. Services will be provided at 1058 Star Road.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

- **Schedule "A":** Describes the level of service being provided by the Agreement.
- **Schedule "B":** Describes the limit of liability and the terms and conditions.
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The service agreement is based on (1) Annual Inspections and (3) Operational Inspections at a price of \$784.00 per year, payable in Quarterly installments of \$196.00.

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By: COLBY BLOUNT

HVAC SALES

By:

Butch Lee

Mayor

Date:

SCHEDULE A

Inspections Include

Summer Annual Inspections- Condenser coil pressure wash, hand wash or chemical washing, drain pan cleaning, install drain pan tablets, blowing out the drain lines, check unit controls and components, check freon pressures and levels, check compressor amps and volts, check blower and condenser motor amps and volts. Also included is (1) belt replacement per year. Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these inspections tasking procedures. We will clean all blower wheels (including mini splits) and intake louvers.

Winter Annual Inspections- Thoroughly inspect the heating system to rectify any problems, clean and inspect the heat exchanger(s), ensure all electrical connections are tight and wiring intact, inspect the condensate system and clean and flush as necessary, examine and clean flame sensors, ignitors and burner assembly, examine the venting system, for deterioration, corrosion, or blockage, survey the vent terminations and air inlet dampers/louvers to make sure they are unobstructed and clear, check control settings as well as test safety controls and operating controls. We will check and clean heat exchangers and burners on all gas equipment.

Operational Inspections- Inspection of unit operation, check condenser coils, clean drain pans, all mini split unit reservoirs, filters and floats shall be cleaned thoroughly with an antibacterial solution blow out all drain lines and hoses with air and leak check and install drain pan tablets, Clean with non-caustic solution such as Coil Rite", check belt tensions, and overall system operations.

Air Filter Maintenance

Included in your Maintenance Program are (0) air filter changes per year. (Customer to provide and install filters).

Emergency and Trouble Call Coverage

Even with the maintenance care provided in this program, occasional failures can occur. Although the cost of emergency service labor and materials are not included in this program, you will receive top priority trouble call response during peak heating and cooling periods. We will be on-site within (2) hours from receipt of your request.

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work and improvement/suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report may be provided to the customer as evidence of the completed service showing each performed task.

Metro Building Service Team

Metro Building Services has assembled a specialized maintenance team dedicated to insuring a smooth integration of this program with Preventative Maintenance Contract Customers normal business activities. This team will ensure consistency in the delivery of your maintenance program, provide for effective lines of communication, and to avoid escorting unfamiliar people through your facility.

Your Account Manager will continue to work closely with you along with the Implementation Team to preserve the integrity of your equipment, reduce your energy and operating costs and to maintain tenant comfort. The Implementation Team will be made up of the following service professionals.

- Darlene Morgan is a Service Coordinator. Darlene is responsible for scheduling all maintenance program services. Darlene and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- BJ Graves Is a Service Coordinator. BJ is responsible for scheduling all maintenance program services. BJ and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- Cindy Goode is Billing Coordinator. Cindy is responsible for handling all invoicing per the terms and conditions of this agreement. Cindy can be reached at (601)398-2475.
- Travis Burrell is Director of Service Operations. Travis is responsible for all service operations, PM Contracts, PM scheduling. Travis can be reached at (601)906-2656.

Scheduled Task

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time uses and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor invoices for all labor and materials to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

Emergency Service

The Contractor is on call and can provide all labor, parts, and materials seven days a week/twenty-four hours a day.

Additional Services

- 24-hour Plumbing Service
- Sheet Metal and Steel Fabrication
- Energy Management Systems and Audits
- Design Build
- Engineering
- HVAC and Plumbing Construction

Preferred Customer Pricing

As a valued customer, this agreement allows Preventative Maintenance Contract Customers to receive a 10% discount on labor for plumbing or HVAC service calls priced on a time and material basis. This discount also applies to emergency services or repairs not covered in this agreement. (Quoted or Contract pricing for equipment replacements or other major repairs are not subject to discounts as they offer best pricing already included in the quote).

Refrigerant Containment Service

We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all Federal, State and Local Regulatory Guidelines.

SCHEDULE B

Terms and Conditions

- Contractor agrees to perform all work professionally and to furnish only materials of good quality.
 - The customer provides and allows reasonable access to all areas and equipment and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
 - All maintenance tasks will be performed during the Contractor's normal working hours.
 - The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
 - Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
 - Any repairs or services resulting from power failures, freezing temperatures, roof leaks through curbs or equipment, or air side corrosion will be paid for by the customer in accordance with Contractor's currently established rates.
 - The agreement does not include responsibility for design deficiencies, such as, but not limited to poor air distribution, water balances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment and operating the system(s). If the equipment covered is altered, modified, changed, or moved, this Agreement may be adjusted accordingly or terminated.
 - Contractor is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
 - The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Contractor.
 - This agreement does not include the cleaning of any air passages, air grills, or air balancing of systems.
 - This agreement and all rights hereunder shall not be assignable unless approved by Contractor.
 - In the event of additional freight, labor, or material costs resulting from this customer's request to avoid delays with the respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at Contractor's currently established rates.
-
- Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Contractor encounters such material in performing its work, Contractor will have the right to discontinue work and remove its employees until the hazard is corrected or it determined no hazard exists.

Limitations of Liability and Indemnity

- Except as provided by Mississippi Law, Contractor will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or cause beyond reasonable control.
- All work performed by Contractor that may be found in conflict with local, state, or federal building codes shall be corrected by Contractor. Vendor acknowledges that the City of Brandon, Mississippi, is a Mississippi government entity and is entitled to certain protections, limitations, defenses, and privileges, and immunities as provided by MCA Section 11-46-1 et. Seq. (The Mississippi Tort Claims Act) and as otherwise provided by Mississippi law and that all such protections, limitations, defenses, privileges and immunities are reserved and asserted by the City, the provisions of this Agreement notwithstanding.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
1	Split System (Inside)	3	LENNOX	ML193UH090XP36C-5	1715K22606	EQUIPMENT ROOM FURN-1
1	Split System (Outside)	3	LENNOX	14ACXS036-230A18	1915MO9571	GROUND CU-1
1	Split System (Inside)	3	LENNOX	ML193UH090XP36C-5	1915L12469	EQUIPMENT ROOM FURN-2
1	Split System (Outside)	3	LENNOX	14ACXS036-230A18	1915M09565	GROUND CU-2
1	Humidifier		LENNOX	HCWHD3-095	N/A	EQUIPMENT ROOM - HUMIDIFIER 1

(1) Ice Machine – ice-o matic

Split System (Inside) Maintenance Requirements		
		
Part	Function	Tasks Required
Filter Section	Removes Particles from the air	

Split System (Inside) Maintenance Requirements



Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check operating current & voltage Check for vibration Lubricate bearings Check motor mounts - tighten
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Check for corrosion & leaks
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Clean & inspect nozzles Clean & inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks

Split System (Outside) Maintenance Requirements



Part	Function	Tasks Required
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Check for vibration Observe operating temperatures

Metro Building Services



A Fidelity Company

1385 Industrial Drive

Bolton, MS 39041

Phone: (601)398-2475

Preventive Maintenance

The Agreement is made by and between: Metro Building Services of Bolton, Mississippi herein after known as the Contractor and City of Brandon - Fire Station #5 of Brandon, Mississippi herein after known as the Customer. Services will be provided at 16 Woodgate Drive.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

- **Schedule "A":** Describes the level of service being provided by the Agreement.
- **Schedule "B":** Describes the limit of liability and the terms and conditions.
- **Schedule "C":** Describes the equipment covered by the Agreement.
- **Schedule "D":** Describes the filter types, sizes, and frequency of changes.

The service agreement is based on (1) Annual Inspection and (3) Operational Inspections at a price of \$590.00 per year, payable in Quarterly installments of \$147.50.

Payment is due 30 days after coverage begins, October 1, 2024. Coverage shall continue until September 30th 2025.

The schedules attached to the service Agreement constitute the entire Agreement between the Contractor and the Customer. The service Agreement remains the property of Contractor and is provided for the Customer's use only. This service Agreement is subject to management approval by Contractor. No waiver changes or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

By: **COLBY BLOUNT**

HVAC SALES

By:

Butch Lee

Mayor

Date:

SCHEDULE A

Inspections Include

Summer Annual Inspections- Condenser coil pressure wash, hand wash or chemical washing, drain pan cleaning, install drain pan tablets, blowing out the drain lines, check unit controls and components, check freon pressures and levels, check compressor amps and volts, check blower and condenser motor amps and volts. Also included is (1) belt replacement per year. Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these inspections tasking procedures. We will clean all blower wheels (including mini splits) and intake louvers.

Winter Annual Inspections- Thoroughly inspect the heating system to rectify any problems, clean and inspect the heat exchanger(s), ensure all electrical connections are tight and wiring intact, inspect the condensate system and clean and flush as necessary, examine and clean flame sensors, ignitors and burner assembly, examine the venting system, for deterioration, corrosion, or blockage, survey the vent terminations and air inlet dampers/louvers to make sure they are unobstructed and clear, check control settings as well as test safety controls and operating controls. We will check and clean heat exchangers and burners on all gas heating equipment.

Operational Inspections- Inspection of unit operation, check condenser coils, clean drain pans, all mini split unit reservoirs, filters and floats shall be cleaned thoroughly with an antibacterial solution blow out all drain lines and hoses with air and leak check and install drain pan tablets, Clean with non-caustic solution such as Coil Rite", check belt tensions, and overall system operations.

Air Filter Maintenance

Included in your Maintenance Program are (0) air filter changes per year. (Customer to supply and install filters).

Emergency and Trouble Call Coverage

Even with the maintenance care provided in this program, occasional failures can occur. Although the cost of emergency service labor and materials are not included in this program, you will receive top priority trouble call response during peak heating and cooling periods. We will be on-site within (2) hours from receipt of your request.

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work and improvement/suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a contractor service report. This report may be provided to the customer as evidence of the completed service showing each performed task.

Metro Building Service Team

Metro Building Services has assembled a specialized maintenance team dedicated to insuring a smooth integration of this program with Preventative Maintenance Contract Customers normal business activities. This team will ensure consistency in the delivery of your maintenance program, provide for effective lines of communication, and to avoid escorting unfamiliar people through your facility.

Your Account Manager will continue to work closely with you along with the Implementation Team to preserve the integrity of your equipment, reduce your energy and operating costs and to maintain tenant comfort. The Implementation Team will be made up of the following service professionals.

- Darlene Morgan is a Service Coordinator. Darlene is responsible for scheduling all maintenance program services. Darlene and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- BJ Graves Is a Service Coordinator. BJ is responsible for scheduling all maintenance program services. BJ and the call center team can be reached at (601)398-2475 for emergency service or normal service requests.
- Cindy Goode is Billing Coordinator. Cindy is responsible for handling all invoicing per the terms and conditions of this agreement. Cindy can be reached at (601)398-2475.
- Travis Burrell is Director of Service Operations. Travis is responsible for all service operations, PM Contracts, PM scheduling. Travis can be reached at (601)906-2656.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time uses and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor invoices for all labor and materials to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

Emergency Service

The Contractor is on call and can provide all labor, parts, and materials seven days a week/twenty-four hours a day.

Additional Services

- 24-hour Plumbing Service
- Sheet Metal and Steel Fabrication
- Energy Management Systems and Audits
- Design Build
- Engineering
- HVAC and Plumbing Construction

Preferred Customer Pricing

As a valued customer this agreement allows Preventative Maintenance Contract Customers to receive a 10% discount on labor for plumbing or HVAC service calls priced on a time and material basis. This discount also applies to emergency services or repairs not covered in this agreement. (Quoted or Contract pricing for equipment replacements or other major repairs are not subject to discounts as they offer best pricing already included in the quote).

Refrigerant Containment Service

We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all Federal, State and Local Regulatory Guidelines.

SCHEDULE B

Terms and Conditions

- Contractor agrees to perform all work professionally and to furnish only materials of good quality.
 - The customer provides and allows reasonable access to all areas and equipment and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
 - All maintenance tasks will be performed during the Contractor's normal working hours.
 - The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
 - Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports, and other non-moving parts, are not included in this Agreement.
 - Any repairs or services resulting from power failures, freezing temperatures, roof leaks through curbs or equipment, or air side corrosion will be paid for by the customer in accordance with Contractor's currently established rates.
 - The agreement does not include responsibility for design deficiencies, such as, but not limited to poor air distribution, water balances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment and operating the system(s). If the equipment covered is altered, modified, changed, or moved, this Agreement may be adjusted accordingly or terminated.
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 - The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Contractor.
 - This agreement does not include the cleaning of any air passages, air grills, or air balancing of systems.
 - This agreement and all rights hereunder shall not be assignable unless approved by Contractor.
 - In the event of additional freight, labor, or material costs resulting from this customer's request to avoid delays with the respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at Contractor's currently established rates.
-
- Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Contractor encounters such material in performing its work, Contractor will have the right to discontinue work and remove its employees until the hazard is corrected or it determined no hazard exists.

Limitations of Liability and Indemnity

- Except as provided by Mississippi Law, Contractor will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or cause beyond reasonable control.
- All work performed by Contractor that may be found in conflict with local, state, or federal building codes shall be corrected by Contractor. Vendor acknowledges that the City of Brandon, Mississippi, is a Mississippi government entity and is entitled to certain protections, limitations, defenses, and privileges, and immunities as provided by MCA Section 11-46-1 et. Seq. (The Mississippi Tort Claims Act) and as otherwise provided by Mississippi law and that all such protections, limitations, defenses, privileges and immunities are reserved and asserted by the City, the provisions of this Agreement notwithstanding.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
1	Split System (Outside)	3.5	LENNOX	M4AC4042C1000AA	164020012M	GROUND CU-1
1	Split System (Inside)	3.5	LENNOX	M801P080BU48AAC	16325TTS1G	CLOSET - FURN-1
1	Rooftop	3	TRANE	4YCC4036A1070AB	1805126681	GROUND-PKG-1

(1) Ice machine – ice o-matic

Split System (Outside) Maintenance Requirements		
		
Part	Function	Tasks Required
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear

Split System (Outside) Maintenance Requirements



Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Check for vibration Observe operating temperatures

Split System (Inside) Maintenance Requirements



Part	Function	Tasks Required
Filter Section	Removes Particles from the air	

Split System (Inside) Maintenance Requirements



Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten Replace belts - Yearly Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check for vibration Lubricate bearings Check motor mounts - tighten
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Check for corrosion & leaks
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Inspect nozzles Inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks

Rooftop Maintenance Requirements



Part	Function	Tasks Required
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Rooftop Maintenance Requirements



Filter Section	Removes Particles from the air	
Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten Check belts - Yearly Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check operating current & voltage Check for vibration Lubricate bearings Check motor mounts - tighten
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Check for vibration Observe operating temperatures
Zone Control Actuators	Operates zone dampers by space thermostat	Inspect for proper operation Clean surfaces
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Check for corrosion & leaks

Rooftop Maintenance Requirements		
		
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Inspect nozzles Inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks



A Fidelity Company

1385 Industrial Drive

Bolton, MS 39041

Phone: (601)398-2475

Preventive Maintenance

The Agreement is made by and between: Metro Building Services of Bolton, Mississippi herein after known as the Contractor and City of Brandon - Fire Station #6 of Brandon, Mississippi herein after known as the Customer. Services will be provided at 213 Poindexter Street.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

- **Schedule "A":** Describes the level of service being provided by the Agreement.
- **Schedule "B":** Describes the limit of liability and the terms and conditions.
- **Schedule "C":** Describes the equipment covered by the Agreement.
- **Schedule "D":** Describes the filter types, sizes, and frequency of changes.

The service agreement is based on (1) Annual Inspection and (3) Operational Inspections at a price of \$590.00 per year, payable in Quarterly installments of \$147.50.

Payment is due 30 days after coverage begins, October 1, 2024. Coverage shall continue until September 30th 2025.

The schedules attached to the service Agreement constitute the entire Agreement between the Contractor and the Customer. The service Agreement remains the property of Contractor and is provided for the Customer's use only. This service Agreement is subject to management approval by Contractor. No waiver changes or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

This annual agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days before the anniversary

date. The agreement pricing can be adjusted up to 3% per year at the discretion of Contractor. Price adjustments may reflect increases in labor, materials, and fuel.

By: COLBY BLOUNT

HVAC SALES

By:

Butch Lee

Mayor

Date:

SCHEDULE A

Inspections Include

Summer Annual Inspections- Condenser coil pressure wash, hand wash or chemical washing, drain pan cleaning, install drain pan tablets, blowing out the drain lines, check unit controls and components, check freon pressures and levels, check compressor amps and volts, check blower and condenser motor amps and volts. Also included is (1) belt replacement per year. Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these inspections tasking procedures. We will clean all blower wheels (including mini splits) and intake louvers.

Winter Annual Inspections- Thoroughly inspect the heating system to rectify any problems, clean and inspect the heat exchanger(s), ensure all electrical connections are tight and wiring intact, inspect the condensate system and clean and flush as necessary, examine and clean flame sensors, ignitors and burner assembly, examine the venting system, for deterioration, corrosion, or blockage, survey the vent terminations and air inlet dampers/louvers to make sure they are unobstructed and clear, check control settings as well as test safety controls and operating controls. We will check and clean heat exchangers and burners on all gas heating equipment.

Operational Inspections- Inspection of unit operation, check condenser coils, clean drain pans, all mini split unit reservoirs, filters and floats shall be cleaned thoroughly with an antibacterial solution blow out all drain lines and hoses with air and leak check and install drain pan tablets, Clean with non-caustic solution such as Coil Rite", check belt tensions, and overall system operations.

Air Filter Maintenance

Included in your Maintenance Program are (0) air filter changes per year. (Customer provides and installs filters)

Emergency and Trouble Call Coverage

Even with the maintenance care provided in this program, occasional failures can occur. Although the cost of emergency service labor and materials are not included in this program, you will receive top priority trouble call response during peak heating and cooling periods. We will be on-site within (2) hours from receipt of your request.

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work and improvement/suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report may be provided to the customer as evidence of the completed service showing each performed task.

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Metro Building Services has assembled a specialized maintenance team dedicated to insuring a smooth integration of this program with Preventative Maintenance Contract Customers normal business activities. This team will ensure consistency in the delivery of your maintenance program, provide for effective lines of communication, and to avoid escorting unfamiliar people through your facility.

Your Account Manager will continue to work closely with you along with the Implementation Team to preserve the integrity of your equipment, reduce your energy and operating costs and to maintain tenant comfort. The Implementation Team will be made up of the following service professionals.

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The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

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Repair and Replacement

The Contractor invoices for all labor and materials to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

Emergency Service

The Contractor is on call and can provide all labor, parts, and materials seven days a week/twenty-four hours a day.

Additional Services

- 24-hour Plumbing Service
- Sheet Metal and Steel Fabrication
- Energy Management Systems and Audits
- Design Build
- Engineering
- HVAC and Plumbing Construction

Preferred Customer Pricing

As a valued customer, this agreement allows Preventative Maintenance Contract Customers to receive a 10% discount on labor for plumbing or HVAC service calls priced on a time and material basis. This discount also applies to emergency services or repairs not covered in this agreement. (Quoted or Contract pricing for equipment replacements or other major repairs are not subject to discounts as they offer best pricing already included in the quote).

Refrigerant Containment Service

We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all Federal, State and Local Regulatory Guidelines.

SCHEDULE B

Terms and Conditions

- Contractor agrees to perform all work professionally and to furnish only materials of good quality.
 - The customer provides and allows reasonable access to all areas and equipment and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
 - All maintenance tasks will be performed during the Contractor's normal working hours.
 - The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
 - Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
 - Any repairs or services resulting from power failures, freezing temperatures, roof leaks through curbs or equipment, or air side corrosion will be paid for by the customer in accordance with Contractor's currently established rates.
 - The agreement does not include responsibility for design deficiencies, such as, but not limited to poor air distribution, water balances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment and operating the system(s). If the equipment covered is altered, modified, changed, or moved, this Agreement may be adjusted accordingly or terminated.
 - Contractor is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
 - The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Contractor.
 - This agreement does not include the cleaning of any air passages, air grills, or air balancing of systems.
 - This agreement and all rights hereunder shall not be assignable unless approved by Contractor.
 - In the event of additional freight, labor, or material costs resulting from this customer's request to avoid delays with the respect to equipment warranties, or accelerated delivery of parts and supplies, Customer agrees to pay these additional costs at Contractor's currently established rates.
-
- Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Contractor encounters such material in performing its work, Contractor will have the right to discontinue work and remove its employees until the hazard is corrected or it determined no hazard exists.

Limitations of Liability and Indemnity

- Except as provided by Mississippi Law, Contractor will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or cause beyond reasonable control.
- All work performed by Contractor that may be found in conflict with local, state, or federal building codes shall be corrected by Contractor. Vendor acknowledges that the City of Brandon, Mississippi, is a Mississippi government entity and is entitled to certain protections, limitations, defenses, and privileges, and immunities as provided by MCA Section 11-46-1 et. Seq. (The Mississippi Tort Claims Act) and as otherwise provided by Mississippi law and that all such protections, limitations, defenses, privileges and immunities are reserved and asserted by the City, the provisions of this Agreement notwithstanding.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
1	Split System (Outside)	5	TRANE	4TTR4060I1000AA	18241NJ85F	GROUND CU-1
1	Split System (Inside)	5	YORK	TG9S100C20MP11A	W1A163721	CEILING-FURN-1

(1) Ice machine – ice o matic

Split System (Outside) Maintenance Requirements		
		
Part	Function	Tasks Required
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high	Clean fin surfaces Check for leaks Check for corrosion

Split System (Outside) Maintenance Requirements



	pressure liquid Provides heat transfer	
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Check for vibration Observe operating temperatures

Split System (Inside) Maintenance Requirements



Part	Function	Tasks Required
Filter Section	Removes Particles from the air	
Fresh Air Damper (Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings

Split System (Inside) Maintenance Requirements



Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten Check belts - Yearly Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check for vibration Lubricate bearings Check motor mounts - tighten
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Check for corrosion & leaks
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Inspect nozzles Inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks

Metro Building Services



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/18/2024
SUBJECT: APPROVAL OF NEW IRRIGATION SYSTEM

Consideration to approve the lowest and best quote from Rawls Irrigation LLC for installing a new irrigation system and controller along Gray Daniels Blvd. in the amount of \$16,900.00 and authorize the mayor to execute all related documents. An additional quote from received from Love Irrigation in the amount of \$17,884.80.

ATTACHMENTS:

1. Memo_Irrigation Repair Gray Daniels Blvd_092324
2. Quote_Rawls Irrigation_Gray Daniels
3. Quote_Love Irrigation_Gray Daniels



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS, CITY CLERK
JODY COMPTON, FACILITIES MANAGER
BOARD AGENDA: SEPTEMBER 23, 2024
SUBJECT: NEW IRRIGATION SYSTEM ON GRAY DAINELS BLVD

Asking for your consideration to approve the quote from Rawls Irrigation LLC, shown below, for installing a new irrigation system and controller along Gray Daniels Blvd in the amount of \$16,900.00.

We received an additional quote and recommend Rawls Irrigation LLC as the lowest and best quote and authorize the mayor to execute all related documents.

- Rawls Irrigation LLC - \$16,900.00 GL Code 001-092-600

Additional quote received from:

- Love Irrigation, Inc. -\$17,884.00

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS

- Rawls Irrigation LLC, Quote
- Love Irrigation, Inc., Quote

Proposal

Page # of pages

Bill Rawls IRRIGATION, LLC.
1312 JOHNS MAYTON RD.
BRANDON, MS. 39042
601-540-0554

PROPOSAL SUBMITTED TO: CITY OF BRANDON, MS.	JOB NAME GRAY DANIELS BLVD.	JOB # ISLANDS
ADDRESS BRANDON, MS.	JOB LOCATION	
	DATE 9-12-2024	DATE OF PLANS
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for: **IRRIGATION SYSTEM -**
4 ISLANDS ON GRAY DANIELS BLVD.

- 170 - SPRAY HEADS (15' SPACING)
- 12 - ZONES
- 1 - HUNTER CONTROLLER / SOLAR PANEL / RAIN SENSOR.
- 4 - ROAD BOXES

\$16,900.00

* PRICE DOES NOT INCLUDE WATER METER.

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Note - this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature 

Date of Acceptance _____ Signature _____



Proposal
LOVE IRRIGATION, INC.
221 HWY 51
RIDGELAND, MS. 39157
601-898-1333 OFF
601-898-1318 FAX

Page 1 of 2

Date 9/12/2024

PROPOSAL SUBMITTED TO City Of Brandon	PHONE (601) 383-4305	OTHER PHONE
ADDRESS	E-MAIL ADDRESS jcompton@brandonms.org	FAX NUMBER
CITY, STATE AND ZIP CODE Brandon, MS 39042	JOB NAME Irrigation Repairs	
ARCHITECT Paul Love Paul@Loveirrigation.Com	JOB LOCATION Gray Daniels Blvd.	

We hereby submit specifications and estimates for:

West most Island-Gray Daniels Ford:

Install (52) 1804PRS spray heads.

Install Hunter Battery Controller with solar panel that will connect to City 1" water meter. We will bore to next Island.

Labor and Materials

5,184.00

Toyota Island:

Install (48) 1804PRS spray heads. We will use the above island controller and bore to connect to city water meter.

Labor and Materials

4,935.60

Nissan Island:

Install (42) 1804PRS spray heads.

Install Hunter battery controller with solar panel and bore to connect to the city water.

Labor and Materials

4,514.40

See Page 2

See Next Page >

We Propose hereby to furnish material and labor complete in accordance with the above specifications, for the sum of:

SEVENTEEN THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS 80/100 dollars (\$ **17,884.80**)

Payment to be made as follows:

PO #

Terms and Conditions:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Credit Card payments greater than \$750.00 will be subjected to a 3% convenience fee.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____



Proposal

LOVE IRRIGATION, INC.

221 HWY 51
RIDGELAND, MS. 39157
601-898-1333 OFF
601-898-1318 FAX

Page 2 of 2

Date 9/12/2024

PROPOSAL SUBMITTED TO City Of Brandon	PHONE (601) 383-4305	OTHER PHONE
ADDRESS	E-MAIL ADDRESS jcompton@brandonms.org	FAX NUMBER
CITY, STATE AND ZIP CODE Brandon, MS 39042	JOB NAME Irrigation Repairs	
ARCHITECT Paul Love Paul@Loveirrigation.Com	JOB LOCATION Gray Daniels Blvd.	

Specifications and estimates continued from page one:

East Island:

Install (24) 1804PRS spray heads. We will use the labeled Nissan Island for operation and bore to connect to the island above.

Labor and Materials

3,250.80

Totals on page one

Terms and Conditions:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Paul Love

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/18/2024
SUBJECT: FINAL APPROVAL OF CLOSEOUT PACKAGES

Consideration to approve the final closeout packages for the MCWI/ARPA funded projects and authorize the Mayor to sign and execute the final reimbursement forms.

1. College Street Waterline Replacement (56-1-DW-5.15)
2. Waterline Relocation at Hwy 80 & Value Road (60-2-DW-5.15)
3. Grants Ferry Parkway Sewer Extention (57-2-CW-5.5)

ATTACHMENTS:

1. 56-1-DW-5.15 Closeout Package Updated
2. 60-2-DW-5.15 Closeout Package Updated
3. 57-2-CW-5.5 Closeout Package (002)

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #56-1-DW-5.15
CLOSEOUT PACKAGE

City of Brandon, LL4XF8LHN7U7

56-1-DW-5.15, College Street Waterline Replacement Project

Dear Mayor Butch Lee,

The Mississippi Department of Environmental Quality (MDEQ) congratulates you on the completion of your approved project. This letter provides detailed information regarding the closeout obligations required by the U.S. Treasury (Treasury) outlined in 2 CFR 200.344-346. As a Subrecipient, you must adhere to these requirements to ensure a compliant closeout process as a condition of your receipt of federal funds under the MCWI Grant Program.

The following documents are required components of the program closeout package:

1. Subrecipient Closeout Checklist:

Subrecipient must check the appropriate boxes concerning each of the closeout documents. Please explain in the space provided any item(s) not submitted.

2. Certification of Completion:

This document requires Subrecipient to report all MCWI Subaward funds and other funds expended by Subrecipient to complete the approved project(s).

3. Equipment & Real Property Inventory Form & Certification:

Any real property or equipment that was purchased with Subaward funds must be listed with the purchase price, use of the property and/or equipment, disposition date, and reason for and method of disposition (if applicable). For real property, please also indicate the date on which the real property is expected to be used, i.e. date the property was first put into service.

The Inventory Certification is used to account for all equipment or real property purchased, furnished, or acquired.

4. Certification of Subrecipient Compliance:

Pursuant to the terms of the Subaward, Subrecipient certifies to all applicable terms and conditions regarding the following:

- a. Release
- b. Assignment of Refunds, Rebates, and Credits
- c. Ongoing Responsibilities for Audit
- d. Clawback
- e. General Statement of Compliance

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 56-1-DW-5.15
CLOSEOUT PACKAGE

5. Subaward Closeout Certification:

By signing the Subaward Closeout Certification, Subrecipient is certifying that the entire closeout document meets the individual requirements included in the Closeout Package. Further, this document is an agreement between Subrecipient and MDEQ that permits the closeout of the project activities. Closeout of a Subaward by MCWI does not alleviate Subrecipient of its obligations under 2 CFR 200.345(a)(4) regarding the non-federal entity's duty to audit funds. Upon receipt of a copy of Subrecipient's audit report and resolution of any findings related to the Subaward (if applicable), MDEQ will notify Subrecipient in writing that Subrecipient has fulfilled its audit requirements relative to the Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #56-1-DW-5.15
CLOSEOUT PACKAGE

SUBRECIPIENT CLOSEOUT CHECKLIST

In compliance with the requirements of MDEQ's MCWI Closeout Procedures and the terms and conditions of the Subaward, the following closeout documents are enclosed:

Check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided below any item not submitted. Use a separate sheet, if necessary.

Document Title	Enclosed	Not Applicable
1. Certification of Completion		
2. Equipment & Real Property Inventory Form & Certification		
3. Certification of Subrecipient Compliance		
4. Subaward Closeout Certification		

Explanation/Comments:

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 56-1-DW-5.15
CLOSEOUT PACKAGE

CERTIFICATION OF COMPLETION

Subaward Agreement Scope of Work:

This Project consists of the installation of new waterline, new water valves, fire hydrants, new service lines; reconnection to existing water meters; removal and replacement of above ground improvements as necessary to facilitate the waterline installation; erosion control; and permanent seeding and sodding.

Did you complete the entire scope of word as identified in Attachment A of the subaward?

Yes / No Yes

Completed Scope of Work:

Instructions: If the answer to the above question is “No”, please indicate the Scope of Work that was completed.

NOTE: If the Completed Scope of Work differs from the Subaward Agreement Scope of Work, a modification will be processed and sent for Authorized Representative's execution before final closeout.

**MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #56-1-DW-5.15
CLOSEOUT PACKAGE**

CERTIFICATION OF COMPLETION	Award Amount (i.e. amount listed in award budget)	Expended Amount (as of closeout)	Unexpended (as of closeout)
Local Fiscal Recovery Funds	\$1,420,100.00	\$1,303,948.75	\$116,151.25
Transferred LFRF	\$0.00	\$0.00	\$0.00
Other Funds NOTE: The expended amount reflected in this table only includes the balance up to Other Funds referenced in the subaward agreement.	\$155,000.00	\$0.00	\$155,000.00
MCWI Grant Funds *If money is unexpended, then see below.	\$1,420,100.00	\$1,303,948.75	* \$116,151.25

Please indicate your intended use of Unexpended MCWI Grant Funds, if applicable:

- | | |
|---|----------------------|
| 1. Total amount of MCWI Grant Funds to be de-obligated: | <u>\$ 0.00</u> |
| 2. Total amount of MCWI Grant Funds to be obligated to other MCWI Subaward(s) held by entity: | <u>\$ 116,151.25</u> |
| 3. Please indicate the applicable subaward(s) for #2 above: | |

Subaward Number	Amount
547-2-DW-5.15	\$ 116,151.25

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #56-1-DW-5.15
CLOSEOUT PACKAGE

EQUIPMENT & REAL PROPERTY INVENTORY FORM AND CERTIFICATION

Equipment: List the equipment purchased with Subaward funds, the price paid for each piece of equipment, and the use of the equipment. If the equipment was disposed of, list the reason for disposition, the method of disposition, and the disposition date. As defined in 2 CFR 200.345(A)(5), "Equipment" is tangible personal property, including information technology systems, having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000 (2 CFR 200.1). If additional space is needed to list equipment purchased, these items should be listed on Exhibit 1.

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition
N/A	N/A	\$ 0.00	N/A	N/A	N/A

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #56-1-DW-5.15
CLOSEOUT PACKAGE

Real Property: List the real property purchased with Subaward funds. Include the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used. If the real property was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 2 CFR § 200.311, “Real Property” means land, including easements, rights-of-way, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Number or Amount	Type of Property	Purchase Price	Proposed Use of Property	Date to be Used	Disposition Date of Property (if applicable)	Reason for and Method of Disposition
N/A	N/A	\$ 0.00	N/A	N/A	N/A	N/A

Inventory Certification (Select One)

- a. ☐ Subrecipient hereby certifies that all equipment and any real property purchased, furnished, or transferred for or to said Subrecipient were done so in accordance with the terms and conditions of said Subaward.
- b. ☒ Subrecipient hereby certifies that no equipment or real property were furnished or acquired under the terms and conditions of said Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #56-1-DW-5.15
CLOSEOUT PACKAGE

CERTIFICATION OF SUBRECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said Subaward and in consideration of the sum of \$1,303,948.75 and upon payment of the said sum, Subrecipient does remise, release, and discharge MDEQ, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said Subaward.

2. Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said Subaward and in consideration of the reimbursement of costs and payment of fees to Subrecipient with MCWI funds, as provided in the Subaward and any assignment thereunder, Subrecipient hereby agrees to the following:

- a. MDEQ reserves the right to take any action that may be necessary to effect prompt collection of any refunds, rebates, credits or other amounts (including interest thereon due or which may become due) received by Subrecipient. The reasonable costs of any such action to effect collection by Subrecipient shall constitute allowable costs and may be applied to reduce any amount otherwise payable to MDEQ under the terms hereof; and
- b. Subrecipient will cooperate fully with MDEQ as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDEQ or the Federal Grantor Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

3. Ongoing Responsibilities for Audit

Subrecipient certifies it will make MDEQ aware of the results of any and all fiscal and programmatic reviews of costs incurred under this Subaward. Copies of all audits and any findings will be made available by Subrecipient to MDEQ within 30 calendar days of Subrecipient's receipt of such reports and/or findings.

4. Clawback

To the extent it is later determined that Subrecipient expended funds improperly or failed to comply with any terms or conditions of the Subaward that result in a clawback, from any State or Federal entity with legal authority to do so, of MCWI funds that MDEQ is deemed responsible to pay, Subrecipient agrees to reimburse MDEQ for those funds clawed back.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 56-1-DW-5.15
CLOSEOUT PACKAGE

5. General Statement of Compliance

Subrecipient further certifies it has complied with all other terms and conditions of said Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 56-1-DW-5.15
CLOSEOUT PACKAGE

SUBAWARD CLOSEOUT CERTIFICATION

This Subaward Closeout Certification (Agreement) is between City of Brandon
("Subrecipient") and MDEQ pursuant to the closeout of the MCWI Subaward stated above
as executed between MDEQ and Subrecipient as part of the MCWI Grant Program.

Closeouts/Audits:

The parties to this Agreement desire to close out their MCWI Subaward. Subrecipient hereby certifies that it will comply with all applicable requirements and provisions regarding audits set forth in 2 CFR 200.345(a)(4) and 200.503 including, but not limited to, the following:

- In accordance with 2 CFR 200.345(a)(4), a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate Treasury officials, the pass-through entity, and Government Accountability Office (GAO).

Record Retention:

Subrecipient hereby certifies that it will comply with all terms regarding record retention including, but not limited to, the following:

- All records related to this Agreement shall be retained by Subrecipient for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Certification of Completion:

It is hereby certified that all activities undertaken by Subrecipient with funds provided under the Subaward hereof, have, to the best of my knowledge, been carried out in accordance with the Subaward; that proper provision has been made by Subrecipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to Subrecipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Equipment & Real Property Inventory Form:

It is hereby certified that the information as stated in the Inventory form is, to the best of my knowledge, true and correct.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #56-1-DW-5.15
CLOSEOUT PACKAGE

Certification of Subrecipient Compliance:

It is hereby certified that the information as stated in the Certification of Subrecipient Compliance is, to the best of my knowledge, true and correct.

IT IS HEREBY CERTIFIED that the information provided and agreed to by Subrecipient in the Closeout Package is, to the best of Subrecipient's knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, this Subaward CLOSEOUT PACKAGE between Subrecipient and MDEQ has been executed this 18TH day of September 2024.

SUBRECIPIENT (Authorized Representative)

BUTCH LEE

BY SIGNATORY OFFICIAL _____

TITLE

MAYOR, CITY OF BRANDON

DATE

9/18/2024

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
 MCWI SUBAWARD # 56-1-DW-5.15
 CLOSEOUT PACKAGE

EQUIPMENT – EXHIBIT 1

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition
N/A	N/A	\$ 0.00	N/A	N/A	N/A

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #60-2-DW-5.15
CLOSEOUT PACKAGE

City of Brandon, LL4XF8LHN7U7

60-2-DW-5.15, Waterline Relocation at Hwy 80 & Value Road

Dear Charles Smith,

The Mississippi Department of Environmental Quality (MDEQ) congratulates you on the completion of your approved project. This letter provides detailed information regarding the closeout obligations required by the U.S. Treasury (Treasury) outlined in 2 CFR 200.344-346. As a Subrecipient, you must adhere to these requirements to ensure a compliant closeout process as a condition of your receipt of federal funds under the MCWI Grant Program.

The following documents are required components of the program closeout package:

1. Subrecipient Closeout Checklist:

Subrecipient must check the appropriate boxes concerning each of the closeout documents. Please explain in the space provided any item(s) not submitted.

2. Certification of Completion:

This document requires Subrecipient to report all MCWI Subaward funds and other funds expended by Subrecipient to complete the approved project(s).

3. Equipment & Real Property Inventory Form & Certification:

Any real property or equipment that was purchased with Subaward funds must be listed with the purchase price, use of the property and/or equipment, disposition date, and reason for and method of disposition (if applicable). For real property, please also indicate the date on which the real property is expected to be used, i.e. date the property was first put into service.

The Inventory Certification is used to account for all equipment or real property purchased, furnished, or acquired.

4. Certification of Subrecipient Compliance:

Pursuant to the terms of the Subaward, Subrecipient certifies to all applicable terms and conditions regarding the following:

- a. Release
- b. Assignment of Refunds, Rebates, and Credits
- c. Ongoing Responsibilities for Audit
- d. Clawback
- e. General Statement of Compliance

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 60-2-DW-5.15
CLOSEOUT PACKAGE

5. Subaward Closeout Certification:

By signing the Subaward Closeout Certification, Subrecipient is certifying that the entire closeout document meets the individual requirements included in the Closeout Package. Further, this document is an agreement between Subrecipient and MDEQ that permits the closeout of the project activities. Closeout of a Subaward by MCWI does not alleviate Subrecipient of its obligations under 2 CFR 200.345(a)(4) regarding the non-federal entity's duty to audit funds. Upon receipt of a copy of Subrecipient's audit report and resolution of any findings related to the Subaward (if applicable), MDEQ will notify Subrecipient in writing that Subrecipient has fulfilled its audit requirements relative to the Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #60-2-DW-5.15
CLOSEOUT PACKAGE

SUBRECIPIENT CLOSEOUT CHECKLIST

In compliance with the requirements of MDEQ's MCWI Closeout Procedures and the terms and conditions of the Subaward, the following closeout documents are enclosed:

Check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided below any item not submitted. Use a separate sheet, if necessary.

Document Title	Enclosed	Not Applicable
1. Certification of Completion		
2. Equipment & Real Property Inventory Form & Certification		
3. Certification of Subrecipient Compliance		
4. Subaward Closeout Certification		

Explanation/Comments:

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 60-2-DW-5.15
CLOSEOUT PACKAGE

CERTIFICATION OF COMPLETION

Subaward Agreement Scope of Work:

The Project will consist of relocating an existing waterline via boring and lining an existing sanitary sewer line near Highway 80 and Value Road.

Did you complete the entire scope of word as identified in Attachment A of the subaward?

Yes / No No

Completed Scope of Work:

Instructions: If the answer to the above question is “No”, please indicate the Scope of Work that was completed.

NOTE: If the Completed Scope of Work differs from the Subaward Agreement Scope of Work, a modification will be processed and sent for Authorized Representative's execution before final closeout.

The project consisted of the relocation of an existing waterline via boring under KCS Railroad. Modifications to the scope of work by Change Order included CCTV in lieu of CIPP of the existing sanitary sewer pipe.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 60-2-DW-5.15
CLOSEOUT PACKAGE

CERTIFICATION OF COMPLETION	Award Amount (i.e. amount listed in award budget)	Expended Amount (as of closeout)	Unexpended (as of closeout)
Local Fiscal Recovery Funds	\$220,000.00	\$200,883.91	\$19,116.09
Transferred LFRF	\$0.00	\$0.00	\$0.00
Other Funds NOTE: The expended amount reflected in this table only includes the balance up to Other Funds referenced in the subaward agreement.	\$48,000.00	\$0.00	\$48,000.00
MCWI Grant Funds *If money is unexpended, then see below.	\$220,000.00	\$200,883.91	* \$19,116.09

Please indicate your intended use of Unexpended MCWI Grant Funds, if applicable:

- | | |
|---|---------------------|
| 1. Total amount of MCWI Grant Funds to be de-obligated: | <u>\$ 0.00</u> |
| 2. Total amount of MCWI Grant Funds to be obligated to other MCWI Subaward(s) held by entity: | <u>\$ 19,116.09</u> |
| 3. Please indicate the applicable subaward(s) for #2 above: | |

Subaward Number	Amount
547-2-DW-5.15	\$ 19,116.09

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #60-2-DW-5.15
CLOSEOUT PACKAGE

EQUIPMENT & REAL PROPERTY INVENTORY FORM AND CERTIFICATION

Equipment: List the equipment purchased with Subaward funds, the price paid for each piece of equipment, and the use of the equipment. If the equipment was disposed of, list the reason for disposition, the method of disposition, and the disposition date. As defined in 2 CFR 200.345(A)(5), "Equipment" is tangible personal property, including information technology systems, having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000 (2 CFR 200.1). If additional space is needed to list equipment purchased, these items should be listed on Exhibit 1.

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition
N/A	N/A	\$ 0.00	N/A	N/A	N/A

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #60-2-DW-5.15
CLOSEOUT PACKAGE

Real Property: List the real property purchased with Subaward funds. Include the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used. If the real property was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 2 CFR § 200.311, “Real Property” means land, including easements, rights-of-way, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Number or Amount	Type of Property	Purchase Price	Proposed Use of Property	Date to be Used	Disposition Date of Property (if applicable)	Reason for and Method of Disposition
N/A	N/A	\$ 0.00	N/A	N/A	N/A	N/A

Inventory Certification (Select One)

- a. ☐ Subrecipient hereby certifies that all equipment and any real property purchased, furnished, or transferred for or to said Subrecipient were done so in accordance with the terms and conditions of said Subaward.
- b. ☒ Subrecipient hereby certifies that no equipment or real property were furnished or acquired under the terms and conditions of said Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 60-2-DW-5.15
CLOSEOUT PACKAGE

CERTIFICATION OF SUBRECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said Subaward and in consideration of the sum of \$200,883.91 and upon payment of the said sum, Subrecipient does remise, release, and discharge MDEQ, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said Subaward.

2. Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said Subaward and in consideration of the reimbursement of costs and payment of fees to Subrecipient with MCWI funds, as provided in the Subaward and any assignment thereunder, Subrecipient hereby agrees to the following:

- a. MDEQ reserves the right to take any action that may be necessary to effect prompt collection of any refunds, rebates, credits or other amounts (including interest thereon due or which may become due) received by Subrecipient. The reasonable costs of any such action to effect collection by Subrecipient shall constitute allowable costs and may be applied to reduce any amount otherwise payable to MDEQ under the terms hereof; and
- b. Subrecipient will cooperate fully with MDEQ as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDEQ or the Federal Grantor Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

3. Ongoing Responsibilities for Audit

Subrecipient certifies it will make MDEQ aware of the results of any and all fiscal and programmatic reviews of costs incurred under this Subaward. Copies of all audits and any findings will be made available by Subrecipient to MDEQ within 30 calendar days of Subrecipient's receipt of such reports and/or findings.

4. Clawback

To the extent it is later determined that Subrecipient expended funds improperly or failed to comply with any terms or conditions of the Subaward that result in a clawback, from any State or Federal entity with legal authority to do so, of MCWI funds that MDEQ is deemed responsible to pay, Subrecipient agrees to reimburse MDEQ for those funds clawed back.

**MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 60-2-DW-5.15
CLOSEOUT PACKAGE**

5. General Statement of Compliance

Subrecipient further certifies it has complied with all other terms and conditions of said Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 60-2-DW-5.15
CLOSEOUT PACKAGE

SUBAWARD CLOSEOUT CERTIFICATION

This Subaward Closeout Certification (Agreement) is between City of Brandon
("Subrecipient") and MDEQ pursuant to the closeout of the MCWI Subaward stated above
as executed between MDEQ and Subrecipient as part of the MCWI Grant Program.

Closeouts/Audits:

The parties to this Agreement desire to close out their MCWI Subaward. Subrecipient hereby certifies that it will comply with all applicable requirements and provisions regarding audits set forth in 2 CFR 200.345(a)(4) and 200.503 including, but not limited to, the following:

- In accordance with 2 CFR 200.345(a)(4), a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate Treasury officials, the pass-through entity, and Government Accountability Office (GAO).

Record Retention:

Subrecipient hereby certifies that it will comply with all terms regarding record retention including, but not limited to, the following:

- All records related to this Agreement shall be retained by Subrecipient for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Certification of Completion:

It is hereby certified that all activities undertaken by Subrecipient with funds provided under the Subaward hereof, have, to the best of my knowledge, been carried out in accordance with the Subaward; that proper provision has been made by Subrecipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to Subrecipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Equipment & Real Property Inventory Form:

It is hereby certified that the information as stated in the Inventory form is, to the best of my knowledge, true and correct.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #60-2-DW-5.15
CLOSEOUT PACKAGE

Certification of Subrecipient Compliance:

It is hereby certified that the information as stated in the Certification of Subrecipient Compliance is, to the best of my knowledge, true and correct.

IT IS HEREBY CERTIFIED that the information provided and agreed to by Subrecipient in the Closeout Package is, to the best of Subrecipient's knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, this Subaward CLOSEOUT PACKAGE between Subrecipient and MDEQ has been executed this 18TH day of September 2024.

SUBRECIPIENT (Authorized Representative)

BUTCH LEE

BY SIGNATORY OFFICIAL

TITLE

MAYOR, BRANDON CITY

DATE

9/18/2024

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
 MCWI SUBAWARD # 60-2-DW-5.15
 CLOSEOUT PACKAGE

EQUIPMENT – EXHIBIT 1

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition
N/A	N/A	\$ 0.00	N/A	N/A	N/A

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #57-2-CW-5.5
CLOSEOUT PACKAGE

City of Brandon, LL4XF8LHN7U7

57-2-CW-5.5, Grants Ferry Parkway Sewer Extension

Dear Charles Smith,

The Mississippi Department of Environmental Quality (MDEQ) congratulates you on the completion of your approved project. This letter provides detailed information regarding the closeout obligations required by the U.S. Treasury (Treasury) outlined in 2 CFR 200.344-346. As a Subrecipient, you must adhere to these requirements to ensure a compliant closeout process as a condition of your receipt of federal funds under the MCWI Grant Program.

The following documents are required components of the program closeout package:

1. Subrecipient Closeout Checklist:

Subrecipient must check the appropriate boxes concerning each of the closeout documents. Please explain in the space provided any item(s) not submitted.

2. Certification of Completion:

This document requires Subrecipient to report all MCWI Subaward funds and other funds expended by Subrecipient to complete the approved project(s).

3. Equipment & Real Property Inventory Form & Certification:

Any real property or equipment that was purchased with Subaward funds must be listed with the purchase price, use of the property and/or equipment, disposition date, and reason for and method of disposition (if applicable). For real property, please also indicate the date on which the real property is expected to be used, i.e. date the property was first put into service.

The Inventory Certification is used to account for all equipment or real property purchased, furnished, or acquired.

4. Certification of Subrecipient Compliance:

Pursuant to the terms of the Subaward, Subrecipient certifies to all applicable terms and conditions regarding the following:

- a. Release
- b. Assignment of Refunds, Rebates, and Credits
- c. Ongoing Responsibilities for Audit
- d. Clawback
- e. General Statement of Compliance

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 57-2-CW-5.5
CLOSEOUT PACKAGE

5. Subaward Closeout Certification:

By signing the Subaward Closeout Certification, Subrecipient is certifying that the entire closeout document meets the individual requirements included in the Closeout Package. Further, this document is an agreement between Subrecipient and MDEQ that permits the closeout of the project activities. Closeout of a Subaward by MCWI does not alleviate Subrecipient of its obligations under 2 CFR 200.345(a)(4) regarding the non-federal entity's duty to audit funds. Upon receipt of a copy of Subrecipient's audit report and resolution of any findings related to the Subaward (if applicable), MDEQ will notify Subrecipient in writing that Subrecipient has fulfilled its audit requirements relative to the Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #57-2-CW-5.5
CLOSEOUT PACKAGE

SUBRECIPIENT CLOSEOUT CHECKLIST

In compliance with the requirements of MDEQ's MCWI Closeout Procedures and the terms and conditions of the Subaward, the following closeout documents are enclosed:

Check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided below any item not submitted. Use a separate sheet, if necessary.

Document Title	Enclosed	Not Applicable
1. Certification of Completion		
2. Equipment & Real Property Inventory Form & Certification		
3. Certification of Subrecipient Compliance		
4. Subaward Closeout Certification		

Explanation/Comments:

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 57-2-CW-5.5
CLOSEOUT PACKAGE

CERTIFICATION OF COMPLETION

Subaward Agreement Scope of Work:

The Project consists of construction of new gravity sewer, site clearing, erosion control, and permanent seeding and sodding for the expansion of the sewer capacity in the Grant's Ferry Parkway area.

Did you complete the entire scope of word as identified in Attachment A of the subaward?

Yes / No Yes

Completed Scope of Work:

Instructions: If the answer to the above question is “No”, please indicate the Scope of Work that was completed.

NOTE: If the Completed Scope of Work differs from the Subaward Agreement Scope of Work, a modification will be processed and sent for Authorized Representative's execution before final closeout.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #57-2-CW-5.5
CLOSEOUT PACKAGE

CERTIFICATION OF COMPLETION	Award Amount (i.e. amount listed in award budget)	Expended Amount (as of closeout)	Unexpended (as of closeout)
Local Fiscal Recovery Funds	\$1,766,730.00	\$1,731,519.31	\$35,210.69
Transferred LFRF	\$0.00	\$0.00	\$0.00
Other Funds NOTE: The expended amount reflected in this table only includes the balance up to Other Funds referenced in the subaward agreement.	\$275,000.00	\$0.00	\$275,000.00
MCWI Grant Funds *If money is unexpended, then see below.	\$1,766,730.00	\$1,731,519.31	* \$35,210.69

Please indicate your intended use of Unexpended MCWI Grant Funds, if applicable:

- | | |
|---|---------------------|
| 1. Total amount of MCWI Grant Funds to be de-obligated: | <u>\$ 0.00</u> |
| 2. Total amount of MCWI Grant Funds to be obligated to other MCWI Subaward(s) held by entity: | <u>\$ 35,210.69</u> |
| 3. Please indicate the applicable subaward(s) for #2 above: | |

Subaward Number	Amount
547-2-DW-5.15	\$ 35,210.69

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #57-2-CW-5.5
CLOSEOUT PACKAGE

EQUIPMENT & REAL PROPERTY INVENTORY FORM AND CERTIFICATION

Equipment: List the equipment purchased with Subaward funds, the price paid for each piece of equipment, and the use of the equipment. If the equipment was disposed of, list the reason for disposition, the method of disposition, and the disposition date. As defined in 2 CFR 200.345(A)(5), "Equipment" is tangible personal property, including information technology systems, having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000 (2 CFR 200.1). If additional space is needed to list equipment purchased, these items should be listed on Exhibit 1.

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition
N/A	N/A	\$ 0.00	N/A	N/A	N/A

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #57-2-CW-5.5
CLOSEOUT PACKAGE

Real Property: List the real property purchased with Subaward funds. Include the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used. If the real property was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 2 CFR § 200.311, “Real Property” means land, including easements, rights-of-way, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Number or Amount	Type of Property	Purchase Price	Proposed Use of Property	Date to be Used	Disposition Date of Property (if applicable)	Reason for and Method of Disposition
N/A	N/A	\$ 0.00	N/A	N/A	N/A	N/A

Inventory Certification (Select One)

- a. ☐ Subrecipient hereby certifies that all equipment and any real property purchased, furnished, or transferred for or to said Subrecipient were done so in accordance with the terms and conditions of said Subaward.
- b. ☒ Subrecipient hereby certifies that no equipment or real property were furnished or acquired under the terms and conditions of said Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #57-2-CW-5.5
CLOSEOUT PACKAGE

CERTIFICATION OF SUBRECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said Subaward and in consideration of the sum of \$1,731,519.31 and upon payment of the said sum, Subrecipient does remise, release, and discharge MDEQ, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said Subaward.

2. Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said Subaward and in consideration of the reimbursement of costs and payment of fees to Subrecipient with MCWI funds, as provided in the Subaward and any assignment thereunder, Subrecipient hereby agrees to the following:

- a. MDEQ reserves the right to take any action that may be necessary to effect prompt collection of any refunds, rebates, credits or other amounts (including interest thereon due or which may become due) received by Subrecipient. The reasonable costs of any such action to effect collection by Subrecipient shall constitute allowable costs and may be applied to reduce any amount otherwise payable to MDEQ under the terms hereof; and
- b. Subrecipient will cooperate fully with MDEQ as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDEQ or the Federal Grantor Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

3. Ongoing Responsibilities for Audit

Subrecipient certifies it will make MDEQ aware of the results of any and all fiscal and programmatic reviews of costs incurred under this Subaward. Copies of all audits and any findings will be made available by Subrecipient to MDEQ within 30 calendar days of Subrecipient's receipt of such reports and/or findings.

4. Clawback

To the extent it is later determined that Subrecipient expended funds improperly or failed to comply with any terms or conditions of the Subaward that result in a clawback, from any State or Federal entity with legal authority to do so, of MCWI funds that MDEQ is deemed responsible to pay, Subrecipient agrees to reimburse MDEQ for those funds clawed back.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 57-2-CW-5.5
CLOSEOUT PACKAGE

5. General Statement of Compliance

Subrecipient further certifies it has complied with all other terms and conditions of said Subaward.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD # 57-2-CW-5.5
CLOSEOUT PACKAGE

SUBAWARD CLOSEOUT CERTIFICATION

This Subaward Closeout Certification (Agreement) is between City of Brandon
("Subrecipient") and MDEQ pursuant to the closeout of the MCWI Subaward stated above
as executed between MDEQ and Subrecipient as part of the MCWI Grant Program.

Closeouts/Audits:

The parties to this Agreement desire to close out their MCWI Subaward. Subrecipient hereby certifies that it will comply with all applicable requirements and provisions regarding audits set forth in 2 CFR 200.345(a)(4) and 200.503 including, but not limited to, the following:

- In accordance with 2 CFR 200.345(a)(4), a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate Treasury officials, the pass-through entity, and Government Accountability Office (GAO).

Record Retention:

Subrecipient hereby certifies that it will comply with all terms regarding record retention including, but not limited to, the following:

- All records related to this Agreement shall be retained by Subrecipient for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Certification of Completion:

It is hereby certified that all activities undertaken by Subrecipient with funds provided under the Subaward hereof, have, to the best of my knowledge, been carried out in accordance with the Subaward; that proper provision has been made by Subrecipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to Subrecipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Equipment & Real Property Inventory Form:

It is hereby certified that the information as stated in the Inventory form is, to the best of my knowledge, true and correct.

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
MCWI SUBAWARD #57-2-CW-5.5
CLOSEOUT PACKAGE

Certification of Subrecipient Compliance:

It is hereby certified that the information as stated in the Certification of Subrecipient Compliance is, to the best of my knowledge, true and correct.

IT IS HEREBY CERTIFIED that the information provided and agreed to by Subrecipient in the Closeout Package is, to the best of Subrecipient's knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, this Subaward CLOSEOUT PACKAGE between Subrecipient and MDEQ has been executed this 18TH day of September 2024.

SUBRECIPIENT (Authorized Representative)

BUTCH LEE

BY SIGNATORY OFFICIAL

TITLE

MAYOR, BRANDON CITY

DATE

9/18/2024

MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM
 MCWI SUBAWARD # 57-2-CW-5.5
 CLOSEOUT PACKAGE

EQUIPMENT – EXHIBIT 1

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition
N/A	N/A	\$ 0.00	N/A	N/A	N/A



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/13/2024
SUBJECT: **AGREEMENT - RXBENEFITS**

When asked why the addendum was necessary, Jackie Fairchild (with HUB International) replied, "This is an amendment to your current pharmacy plan. This is a change in the AWP percentage, the dispensing fee and a change in the \$ amount of rebates on the brand drugs."

ATTACHMENTS:

1. FOR_CLIENT_SIGNATURE_Addendum_to_ASA_between

ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT

THIS ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT (this “Addendum”), entered into effective as of **January 1, 2024** (the “Addendum Effective Date”), is made by and between **RxBenefits, Inc. f/k/a Prescription Benefits, Inc.** (“Administrator”), and **City of Brandon** (“Client”). The parties, intending to be legally bound, hereby agree as follows:

1. Administrator and Client are parties to that certain Administrative Services Agreement dated October 1, 2015 (the “Agreement”).
2. Administrator and Client hereby execute this Addendum for the purpose of documenting that Exhibit A (Client Application) to the Agreement has been amended and restated to reflect, among other things, new pricing terms. Such amended and restated Exhibit A (Client Application) shall be attached and affixed to the Agreement as Exhibit A (Client Application) in lieu of the prior Exhibit A (Client Application) upon execution of this Addendum by the parties’ authorized representatives below and shall be in full force and effect as said Exhibit A from and after the Addendum Effective Date.
3. Except for the amendment and restatement of Exhibit A (Client Application) effected hereby, the Agreement shall not otherwise be modified, altered or amended in any respect and is hereby ratified and incorporated herein.

IN WITNESS WHEREOF, the undersigned parties have entered into and executed this Addendum effective as of the Addendum Effective Date.

EXHIBIT A
CLIENT APPLICATION

[IMPORTANT – PLEASE READ CAREFULLY: Client should review Section A and carefully review this Exhibit A, which has been completed by Administrator, in order to ensure the accuracy and completeness of such information. Client shall promptly notify Administrator of any inaccuracy or omission with respect to such terms and conditions, if applicable (including, without limitation, the Client Information in Section A).]

A. CLIENT INFORMATION

Client's Name: City of Brandon

Client's Mail Address: 1647 West Government Cove, Brandon, Mississippi 39942, United States

B. PLAN DESIGN; PLAN PARTICIPANT COST SHARE

Plan Participant Cost Share:

Please see current Summary of Benefits.

Client represents and warrants that the design of Client's Plan as reflected in a Plan design document for Client ("PDD"), accurately reflects the applicable terms of Client's Plan for purposes of this Agreement. Client shall provide Administrator with ninety (90) days prior written notice of any proposed changes to the design of Client's Plan (including the PDD), which changes shall be consistent with the scope and nature of the services to be provided by Administrator under this Agreement. Client agrees that it is responsible for Losses resulting from (a) any failure to implement Plan design changes which are not communicated in writing to Administrator, or (b) implementation of verbal or written direction regarding exception or overrides to the PDD. In addition, Client shall notify Plan Participants of any Plan design changes prior to the effective date of any such changes as required by applicable law.

C. FINANCIAL TERMS; ADDITIONAL SERVICES AND PROGRAMS**PRICING TERMS**

January 1, 2024

1. RETAIL, MAIL, SPECIALTY & REBATES ^{1, 2, 3, 4, 5}(Minimum Guaranteed Pricing):

RETAIL-30 NETWORK		
BRAND		
PPO	AWP – 20.75%	+ \$0.25 dispensing fee
GENERIC		
PPO	AWP – 87.25%	+ \$0.25 dispensing fee
RETAIL 90 NETWORK		
BRAND		
PPO	AWP – 22.25%	+ \$0.00 dispensing fee
GENERIC		
PPO	AWP – 87.25%	+ \$0.00 dispensing fee
MAIL		
BRAND		
PPO	AWP – 25.5%	+ \$0.00 dispensing fee
GENERIC		
PPO	AWP – 90.25%	+ \$0.00 dispensing fee
SPECIALTY DRUGS (filled at mail; as provided in the CVS specialty list)		
Specialty Plus		
PPO	AWP – 23.5%	+ \$0.00 dispensing fee
REBATES		
RETAIL		
PPO	\$310.00 per Brand claim	
RETAIL 90		

¹ The pricing above will be implemented as of the Addendum Effective Date. The pricing above will be guaranteed upon the start of Client's Initial Term or Renewal Term (as described in the Agreement) that begins on or after the Addendum Effective Date.

² Shipping fees and/or postage will be increased if PBM's third party carrier increases its charges to PBM for shipping fees and/or postage costs.

³ New to market Specialty drugs filled at CVS Specialty will be priced at AWP -16% or MAC, if applicable; New to market Limited Distribution drugs filled at CVS Specialty will be priced at AWP -16%; a copy of the CVS specialty list will be provided upon request.

⁴ See Section 4.1 of this Exhibit for Rebate conditions.

⁵ Dispensing Fees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the Term of this Agreement, the Dispensing Fee guarantees will be increased to reflect such increase(s).

• PPO	\$775.00 per Brand claim
MAIL	
• PPO	\$805.00 per Brand claim
SPECIALTY	
• PPO	\$3,400.00 per Brand claim
TRANSACTION FEES	
Transaction Fee Per Claim	\$0.90
PROTECT PROGRAM FEES	
Transaction Fee Per Claim	
	\$2.00

The pricing set forth in the Table in Section 1 above is subject to and/or contingent upon the following:

- a) Prices may vary in certain states for reasons such as most favored nations laws, other state or local legal requirements, geographic location, or other factors beyond the control of Administrator. In those situations, some Claims may be exempt from reconciliation of the financial guarantees set forth above in the pricing table. All Claims may be aggregated for purposes of such rates.
- b) When traditional pricing is prohibited, or state law mandates a pharmacy dispensing fee, any charges, expenses, or fees associated with applicable Claims or otherwise assessed by PBM will be passed through to Client by Administrator.
- c) PBM shall be the exclusive specialty provider (in the event Client has elected an exclusive specialty network) and the exclusive mail service provider. Claims for specialty products will not be processed through the retail network, except for those specialty drugs that CVS Caremark Specialty mail pharmacies are unable to dispense. For Exclusive Specialty guarantees to be reconciled annually and any shortfalls paid, Client must be enrolled in the Exclusive Specialty program for the entire Contract Year.
- d) Rebate guarantees are based upon fully-funded plan designs, that allows for at least 90 days' supply at mail, and claim utilization and plan design(s) are as represented by Client. Rebate guarantees for mail and retail are measured and reconciled in the aggregate.
- e) Rates for drugs may vary from the above if filled by a pharmacy other than Caremark SpecialtyRx. Certain drugs will be priced separately from, and not be subject to the contracted rate for prescription Claims due to, among other things, specialized manufacturer processes, limited availability or extraordinary shipping requirements. If Client elects Exclusive Specialty, Caremark Specialty Rx will be Client's and the Plan's exclusive in-network provider of specialty medications. All other providers supplying specialty medications will be considered out-of-network providers and may be excluded from any pricing guarantee.
- f) Unless Client is participating in a transparent pricing election, Participating Pharmacy rates may vary and the amount paid by PBM to the Participating Pharmacy may not be equal to the amount billed to Client, and PBM shall retain the difference.
- g) The Participating Pharmacy may collect from the Plan Participant the lowest of the applicable Cost Share, the discounted cost, or the Participating Pharmacy's U&C price.
- h) On an annual basis, guarantees for the pricing outlined in the table above will be measured and reconciled at the channel level with each channel for the purposes of this Exhibit A defined as Retail Network, Mail Service Pharmacy, and Specialty. Any dollar savings generated in excess of one component within the respective channel may be used to offset a shortfall for another component within that channel. Surpluses from one channel may not be used to offset an underperformance shortfall in another channel. Guarantees will be reconciled and paid on an annual basis within one hundred eighty (180) days of the end of each Contract Year.
- i) Administrator may exclude the following from any pricing guarantee (i.e., mail, retail, and specialty discounts, dispensing fee, etc.):
 - Specialty Drugs (with the exception of the specialty guarantee);

- Non-Specialty Drug claims with a high-dollar undiscounted AWP value;
 - Over the counter (OTC) claims and/or products;
 - Limited distribution drugs, exclusive distribution drugs and/or products that enter the market with exclusive and/or supply limitations or restrictions that limit marketplace competition;
 - (U&C) Claims;
 - Paper or member submitted Claims;
 - 340B Claims and/or products filled through in-house or client-owned pharmacies;
 - Long term care (LTC) pharmacy claims and/or claims that may be subject to ancillary charges;
 - Coordination of Benefit (COB) or secondary payor, and/or Subrogation Claims;
 - Claims paid at government required amounts;
 - Compound drug Claims;
 - COVID treatment Claims;
 - Vaccines (including COVID), vaccine administration Claims and/or, if covered by the Plan design, in those cases where the purchase price includes both the ingredient cost and the cost to administer the vaccine.
- j) The following exclusions shall apply to the rebate guarantees:
- 340B Claims;
 - Compound drug Claims;
 - Paper or Member submitted Claims;
 - Coordination of Benefits (COB) or secondary payor, and/or Subrogation Claims;
 - Vaccines (including COVID), vaccine administration Claims and/or, if covered by the Plan design, in those cases where the purchase price includes both the ingredient cost and the cost to administer the vaccine;
 - COVID treatment Claims;
 - Over the Counter (OTC) products, except insulin and diabetic test strips;
 - Claims approved by formulary exception;
 - Limited Distribution and exclusive distribution drugs; and
 - Any other Claim identified as having received 340B program pricing and, therefore, ineligible for a Rebate.
- k) If Client elects the Retail-90 Network, the CVS/caremark Retail-90 Network provides the flexible option of a nationwide network of retail pharmacies that can fill up to a 90 days' supply of medications. CVS/caremark Retail-90 Network pricing is applicable for non-specialty Claims equal to or greater than an 84 days' supply filled by a participating CVS/caremark Retail-90 Network pharmacy. Claims up to Administrator's qualified retail days' supply plan design limits can be filled at any Participating Pharmacy. Claims greater than Client's qualified retail plan design limits shall only be filled by a CVS/caremark Retail-90 Network pharmacy. Implementation of Maintenance Choice and/or a mandatory plan design may limit the implementation of this offering.
- l) If Client elects the CVS-90 Network, the CVS-90 Network option is available exclusively at CVS/pharmacy retail locations and the associated pricing is applicable for non-specialty Claims equal to or greater than 84 days' supply. Claims greater than Participating Group's qualified retail days' supply plan design limit shall only be filled by a CVS/pharmacy retail location. Implementation of the CVS-90 network may be limited by applicable law.
- m) If Client elects the CVS/caremark Advanced Choice Network, the CVS/caremark Advanced Choice Network is a national managed network that was solicited to balance savings while eliminating network access redundancy and it includes most major chains and independent pharmacies. Implementation of this network requires evaluation of each Client's Claims distribution and plan design to determine eligibility. Implementation of the CVS/caremark Advanced Choice Network requires a minimum 60 days' advance notice and may be limited by applicable law.
- n) If Client elects to implement Caremark's Maintenance Choice program, then following requirements apply. The Maintenance Choice program is only available to clients that have an executed Maintenance Choice letter agreement which outlines programs and pricing options. Administrator has previously executed the Maintenance Choice letter agreement on behalf of its clients, and upon Client's direction, Administrator will include Client in the Maintenance Choice letter agreement. Client acknowledges and agrees that by participating in the Maintenance Choice program, Client may not participate in the Caremark Retail-90 Network program.

- o) If Client elects to implement PBM's generic step therapy plans (hereinafter referred to as the "GSTP Program"), then the following requirements apply. Client acknowledges and agrees that, as a condition of electing to participate in the GSTP Program, Client shall adopt PBM's GSTP Program, as amended from time to time by PBM, as part of its Plan design. Client, by electing the GSTP Program, directs PBM to implement the coverage limitations, generic substitutions, step-therapies or prior authorizations for the therapeutic classes as identified in the PDD. If Client implements the GSTP Program and fails to adopt the GSTP Program conditions or otherwise qualify for the GSTP Program, then PBM reserves the right to modify the financial terms of this Exhibit, including any financial guarantees. Client shall be responsible for amending any applicable Plan documents, as Client deems appropriate, to reflect the GSTP Program as part of its benefit.
- p) If elected, the Advanced Control Formulary ("Advanced Control Formulary") consists of specialty and non-specialty drugs that are excluded from the Formulary. The Advanced Control Formulary also has its own list of preferred drugs. By selecting the Advanced Control Formulary, Client agrees to adopt all therapy classes unless Client does not cover an entire therapy class. If an entire class is not covered by Client, it must be noted on the CPM form but it must still be listed on the ACF drug lists. Requires that Plan maintain a Plan Participant Cost Share higher for non-preferred/non-formulary drugs than for preferred/formulary drugs (both specialty and non-specialty drugs; i.e., at least a three tier plan).
- q) The pricing set forth in the pricing table is contingent upon Client's alignment with the standard PBM PDL/formulary strategy, which determines product placement for tiered cost sharing and identifies therapeutic classes with formulary excluded products; this does not apply to the non-aligned formulary.
- r) For compound drugs, PBM applies the NCPDP D.0 standard. For each compound drug, the submitting pharmacy shall provide the following: (a) compound indicator; (b) eleven-digit NDC, quantity, and submitted ingredient cost for each component in the recipe; (c) Total quantity and total usual & customary price; and (d) level of effort value. PBM shall determine the appropriate ingredient cost, or NDC, for each component using the lower of (1) the AWP discount; (2) MAC; or (3) the submitted ingredient cost. PBM shall apply a level of effort charge to the compound drug in addition to the appropriate dispensing fee.
- s) Caremark Cost Saver™ Program - Overview. Effective January 1, 2024, for those clients that do not opt-out of the Program (as defined below), CVS Caremark may compare the price available under the CVS Caremark contracted network with the price available through a non-CVS Caremark contracted network if available for that pharmacy with its Caremark Cost Saver™ Program (the "Program"). When the Plan Participant presents a prescription for an eligible Covered Product at a Participating Pharmacy that participates in the Program, CVS Caremark may compare the price available under the CVS Caremark contracted network with the price available through a non-CVS Caremark contracted network. If the price for the Covered Product is lower through a non-CVS Caremark contracted network (including an administrative fee paid to the third party that contracts the network), the Claim will be processed through that network (a "Program Claim"). If the price for the Covered Product is lower through the CVS Caremark contracted network, the Claim will process through the CVS Caremark contracted network. The Plan Participant and/or Client will never pay a higher cost for a Program Claim than they would if the Program was not in place. The selection of the lowest cost option shall occur automatically and no enrollment or additional action is required by the Plan Participant(s) beyond presenting their pharmacy benefit identification card. CVS Caremark shall perform all standard utilization review services with respect to Program Claims that it performs for other Claims pursuant to this Agreement. There is no cost for Clients' Plan(s) to participate in the Program and this Program is automatically implemented unless you opt out. Opt out will require ninety (90) days written notice to RxB.
- t) Caremark Cost Saver™ Program – Terms. The scope of the Program applies to Covered retail commonly dispensed, non-specialty, non-rebate eligible generic medications only. The Program does not apply to Brand or Specialty medications and is not available on any mail order. Client acknowledges and agrees that CVS Caremark is not guaranteeing savings for Plan Participants or Client through the Program. If Client participates in CVS Caremark's Maintenance Choice® Program, notwithstanding anything to the contrary elsewhere in the Agreement, Maintenance Choice Prescriptions that process as Program Claims will process at a price that is lower than the price at the CVS Caremark mail service pharmacy. Program Claims constitute discount card program claims and may not be subject to all pharmacy reimbursement price procedures and terms that apply to a CVS Caremark contracted pharmacy network. Generic drug prescription through retail may be less than the same generic drug, dosage form, and dose through mail on the same day of adjudication. Program Claims constitute Claims, as defined in the Agreement, and are included in the reconciliation of all financial guarantees under the Agreement in the same manner and to the same extent as other Claims. For

purposes of Claim reporting and reconciliation of financial guarantees, the Program shall allocate a portion of the total Program Claim cost as a dispensing fee, consistent with the maximum dispensing fee guarantees set forth in Exhibit A of this Agreement. The Plan is responsible for complying with all laws and regulations applicable to the Plan, for making any appropriate notifications to Plan Participants concerning the Program and for making any appropriate changes to Plan documents to reflect Client's participation in the Program, if necessary. CVS Caremark reserves the right to modify the Program. CVS Caremark and Administrator reserve the right to terminate Client's participation in the Program without cause and upon sixty (60) days' prior written notice to the Client. Client acknowledges and agrees that additional terms and conditions will apply to the Program which are available upon request.

- u) If this Agreement is terminated prior to the end of a given Contract Year or outside the terms and conditions of the Agreement, or if the applicable Term or Renewal Term being reconciled is less than twelve (12) months in length, then Administrator is not required to meet the financial guarantees set forth above. Shortfall payments for financial guarantees, if any, will not be paid until this Agreement, including any applicable Client Application, and any amendment(s) or addendum to this Agreement or Client Application, is signed.
- v) All specialty claims where manufacturer copay assistance dollars are paid shall be included in all financial guarantees.
- w) When remitting and reconciling minimum Rebate guarantees, PBM may add "Rebate Credit" value to the total Rebates remitted to Administrator for each respective Rebate component. As such, Client's quarterly rebate guarantee payments may be reduced by Rebate Credits for the remainder of the term of the Agreement. "Rebate Credits" shall consist of (i) the differential between the Wholesale Acquisition Cost (WAC) of a lower net cost Brand Covered Product, including but not limited to a Biosimilar ("Low Cost Brand"), Claim processed and the WAC of the reference Brand Drug, subject to the below cap; and/or (ii) the value of price reductions for rebateable products that have experienced a WAC decrease, measured as the differential between the Baseline WAC of the product and the WAC of the product when the Claim is processed, subject to the below cap. The "Baseline WAC" will be the WAC of the product prior to a reduction in WAC or, as applicable, for Low Cost Brands, the Baseline WAC will be the WAC of the reference Brand Drug at the time of Claim processing.
 - In no way will the Rebate Credit exceed the Baseline Rebate less the earned Rebates on either the Low Cost Brand or the rebateable product that has experienced a WAC decrease. "Baseline Rebate" is calculated as follows: in the year the price reduction occurred, Baseline Rebate will be the Rebate available for coverage of the product prior to the WAC reduction or, as applicable, for Low Cost Brands the Baseline Rebate will be the Rebate available for coverage of the reference Brand Drug on the date of claim processing. For a product experiencing a WAC reduction, in subsequent years the Baseline Rebate will increase over the prior year Baseline Rebate at the WAC inflation rate of the GPI subclass (GPI-6) of the applicable product.
- x) The pricing in this Addendum does not reflect any anticipated impacts from the Inflation Reduction Act (IRA) or the American Rescue Plan Act or change in formulary status of any preferred biologic drug such as Humira (adalimumab) and Stelara (ustekinumab), through removal of preferred status or addition of preferred biosimilars. For example, rebate guarantees have not been adjusted to incorporate lower list prices for insulin products or other drugs. As such, Client's quarterly rebate guarantee payments may be reduced for the remainder of the term of the Agreement.

2. CLINICAL SERVICES AND PROGRAMS. As consideration for the clinical services and programs selected by Client as described in this Agreement, Client shall pay to Administrator the fees set forth below:

2.1 Core Clinical Services and Programs:

Core Clinical Services and Programs		Cost
Formulary Management (as described in Section 5.3 of this <u>Exhibit A</u>)		No Charge
Safety Programs		
	POS Safety Review	No Charge
	Retrospective Safety Review	No Charge

Savings Programs		
	Comprehensive Generics Solutions	No Charge
	POS Utilization Management	No Charge
	POS Preferred Product Messaging	No Charge
	Physician Profiling Report	No Charge
Health Programs		
	Adherence to Drug Therapy	No Charge
	Gaps in Care Pharmacy	No Charge
	Face-to-Face Physician Consultation	No Charge
Audit Programs		
	Pharmacy Audit Program	20% of recovered amounts

2.2 Enhanced Clinical Programs and Services:

Enhanced Clinical Programs and Services			Guaranteed Return on Investment (“ROI”)
Safety Programs			
	Prescription Safety Management/Integrated Fraud, Waste & Abuse	Charges passed through by PBM (If Elected)	N/A
Savings Programs			
	Prior Authorization	\$30.00 per prior authorization (including formulary exception requests) In instances where a state regulation requires denial oversight by a physician, the charges for prior authorization requests are as follows: 1. Internal CVS Caremark Physician: \$45 per request 2. External Physician: \$55 per request OR No Charge <i>if client elects HDCR</i> <i>*If Client has elected the Advanced Control Formulary, the \$30.00 fee for formulary exception requests will apply even if Client has elected HDCR.</i>	N/A
	Appeals	1st Level Appeals: \$100.00 per review 2nd Level Appeals: \$500.00 per review Urgent 1st Level Appeals with an IRO: \$600.00 per review OR No Charge <i>if client elects HDCR</i>	N/A

	External Review	\$500 per IRO external review requested OR No Charge <i>if client elects HDCR</i>	N/A
	Specialty Guideline Management (Specialty)	\$30.00 per review (Open Specialty) No additional charge (Exclusive Specialty)	N/A
	Drug Savings Review	\$0.30 per Retail Claim	N/A
	SpecialtyRx Cost Control	\$1.35 PMPM (If Elected)	N/A
	Medicare Part D – Retiree Drug Subsidy (RDS)		
	Core Administrative Service Package	\$0.20 PMPM for Covered Retirees with a minimum annual fee of \$1,000.00	
	<u>Optional Additional Services:</u>		
	Letter of Creditable or Non-creditable Coverage	\$1.25 per mailing Mailing one (1) letter of creditable coverage to each beneficiary once per year, or as required by CMS (includes postage)	
	Supplemental Customized Reporting	\$100.00 per hour Any customization to alter CMS-ready standard reporting	
	Eligibility Submission and Reconciliation	\$0.20 PMPM for Covered Retirees Submission and processing of retiree response files returned from CMS related to the direct submission to CMS of the initial and ongoing retiree files to CMS	
	Submission of RDS Drug Cost Files/Drug Cost Report Upload and Reconciliation	\$0.30 PMPM for Covered Retirees Upload and processing of response records returned from CMS related to the submission of the CMS aggregate drug costs	

Enhanced Clinical Programs and Services Managing Good Trend	Fee
I. Pharmacy Advisor Counseling at CVS/pharmacy Condition specific messaging plus: • Face-to-face interventions and messaging at CVS/pharmacy • Inbound pharmacist phone support for Plan Participants who utilize mail and other Participating Pharmacies	\$0.25 PMPM (If Elected)
II. Pharmacy Advisor Counseling All Channels Condition specific messaging plus: • Face-to-face interventions and messaging at CVS/pharmacy • Outbound and inbound pharmacist phone support for Plan Participants who utilize mail and other Participating Pharmacies	\$0.60 PMPM (If Elected)
III. Condition Alerts (Health Advisor/Medical Cost Avoidance)	Complete: \$0.45 PMPM (If Elected)
Client may terminate the Pharmacy Advisor program by providing PBM at least 60-days prior written notice.	

RxDC Reporting (Submission of P2, D3-D8, and Narrative Response file via HIOS, and any other files deemed necessary)	Charges passed through from PBM
Paper Submitted Claim (per processed Claim)	\$1.50
Card Re-issuance (including ExtraCare Card Re-issuance)	Charges passed through from PBM
Manual Eligibility Submission	\$1.00/Manual Entry
Client Specific Programming	\$150.00/Hour
Third Party Integration Fees	Charges passed through from provider or mutually agreed upon by Parties
Member Communications / Mailings from PBM	Passed through from the PBM
Point Solutions Management, e.g., Progyny (Terms and Conditions available upon Request)	Charges passed through from PBM (If Elected)

NOTES:

- For those programs that have a shared savings component over the targeted savings, Client will receive the full savings amount. Any overachievement of guaranteed savings related to any clinical program will be applied to any underachievement of guaranteed savings.
- PBM and Administrator reserve the right to adjust any ROI in Section 2.2 above if the total number of Plan Participants changes by 20% or more or if Client implements certain Plan design or other program changes as designated by PBM (including, but not limited to, Maintenance Choice, the GSTP Program and prior authorization).

2.3 Additional and Certain Optional Programs.

2.3.1 Debit Card Program. Client hereby authorizes and directs Administrator and/or its designee to disclose data, upon the request of Client, to a third party vendor for the purposes of administering debit card program payments under a flexible spending account or other consumer directed health plan subject to and expressly conditioned upon such third party's execution of Administrator's form confidentiality agreement. Administrator or its designee may provide such data, as requested by the third party for this purpose, until such time as Client advises Administrator otherwise in writing.

2.3.2 Maintenance Choice Program.

Voluntary Maintenance Choice. The voluntary Maintenance Choice® program combines

CVS/caremark's mail and CVS/pharmacy's retail capabilities to provide members improved choice in how they access and receive maintenance medications (e.g., 84-90-day supplies). This voluntary Program allows Plan Participants to: (i) receive prescriptions from all participating retail pharmacies for 30-day maintenance medications; and (ii) receive 90-day prescriptions of Maintenance Choice Prescriptions from CVS/pharmacy retail locations and CVS/caremark mail service. All 30-day maintenance medications dispensed by participating retail pharmacies will be charged in accordance with the retail rates set forth in the Agreement. If Client participates in the voluntary Maintenance Choice program, Client may not participate in the CVS/caremark Retail-90 Network program. Implementation of Maintenance Choice may be limited by applicable law and/or implementation of narrow network options. Maintenance Choice Prescriptions will be treated the same as prescriptions filled at PBM's mail service pharmacies for purposes of any mail pricing guarantees and generic dispensing rate guarantees set forth in the Agreement. Maintenance Choice Prescriptions will be disregarded and therefore excluded for purposes of calculating all mail service pharmacy non-financial performance guarantees set forth in the Agreement.

Adoption of this Program requires that the Plan implement a Plan design that (i) requires the Cost Share for a Maintenance Choice Prescription to be the same or similar as the Cost Share for the same days' supply at mail to provide an incentive for Plan Participants to move to a 90-day supply, (ii) allows PBM to communicate with Plan Participants regarding the benefits of moving to a 90-day supply consistent with the Plan design; and (iii) limits the ability of Plan Participants to receive 90-day supplies to CVS/Pharmacy retail locations and CVS/caremark mail service only.

Maintenance Choice All Access. CVS/caremark's Maintenance Choice® All Access program combines CVS/caremark's mail and CVS Pharmacy's retail capabilities to provide Plan Participants improved choice in how they access and receive maintenance medications (e.g., 84-90-day supplies) under mandatory plan designs. Maintenance Choice All Access provides Plan Participants with the added benefit of prescription delivery from a local CVS Retail pharmacy at a reduced rate for Plan Participants. Clients will receive a program credit from PBM which will be applied to reduce the delivery fee charged. It is the intention of the parties that, for purposes of the Federal Anti-Kickback Statute, the program credit shall constitute and shall be treated by Clients as discounts against the price of drugs within the meaning of 42 U.S.C. §1320a-7b(b)(3)(A).

Maintenance Choice All Access Opt Out. If Client chooses the Maintenance Choice® All Access Opt-Out Program, the Plan Participants may "opt out" of the Maintenance Choice All Access Program by calling CVS's Customer Care Center. Upon opting out, Plan Participants can continue to fill their 30-day maintenance medication prescriptions at a retail pharmacy of their choice. The prescriptions that are dispensed pursuant to the opt out request: (i) are excluded from the Maintenance Choice pricing; and (ii) are subject to the retail network pricing set forth above.

- 2.3.3 Prior Authorization and Appeals. As consideration for the services selected by Client and administered by Administrator in accordance with this Agreement, Client will pay to Administrator the fees set forth below:

Client is utilizing an Administrator-managed program for claims and appeals. Administrator reserves the right to utilize a third party for its claim review process. The Administrator-managed program is only available as part of the Protect Program, as described in Section 3.1. By selecting Administrator-managed program, client is adopting the criteria by which the review will occur.

- (a) Prior Authorization: No Charge
- (b) Appeals: No Charge

2.4 Per Diems.

- (a) Per Diems for drugs administered:

- (i) Remodulin, Veletri, Flolan, Epoprostenol Sodium & Treprostinil Sodium for Injection: \$60 per day.
 - (ii) Ventavis: Client acknowledges and agrees an I-Neb is necessary for the administration of Ventavis. For each I-Neb provided to Plan Participant, upon the initiation of therapy or in the event a replacement I-Neb is necessary, Client shall be billed \$1,811.
 - (iii) Unless otherwise stated above: \$75 per dose for drugs administered.
- (b) Nursing Charges: \$225.00 per visit up to 2 hours, \$110.00 for each hour thereafter. Alternatively, PBM can refer any medically necessary nursing services to Client's contracted nursing agency, in which case nursing services will be billed separately by those agencies.
 - (c) In further consideration of the fees and charges to be paid under this Agreement, PBM will bill any applicable per diems to the Plan Participant's medical benefit. In the event it is not possible to bill such per diems to the Plan Participant's medical benefit or it is determined there is no coverage for such drugs, PBM shall bill Client (through Administrator) for any per diem associated with Specialty Drugs.
 - (d) Routine ancillary supplies (e.g., syringes, alcohol swabs, cotton balls) are included in the specialty drug prices set forth in PBM's Specialty Fee Schedule, unless otherwise indicated on PBM's Specialty Fee Schedule as being charged separately as part of an equipment fee or per diem.

2.5 Vaccines. PBM makes available a vaccine program pursuant to which PBM shall arrange for the provision of certain vaccination services through participating retail pharmacies. Client will work with Administrator to enroll in the vaccine program if desired. If elected by Client, PBM shall provide vaccine administration services in accordance with such elections. Vaccines administered by Participating Pharmacies shall be adjudicated using the same AWP discount and dispensing fee as would a standard 30-day supply Brand Drug Claim, plus an administration fee of \$20.00. In the event of a change in the administration fee set forth in the preceding sentence, PBM shall provide Client written notification of such change at least thirty (30) days prior to the effective date of the change and Client shall have fifteen (15) days from receipt of such notification to make any changes in its vaccine program elections, including terminating its participation in the vaccine program, which changes, if any, shall be made by written notification to PBM. If Client does not elect to change its vaccine program elections, the charges in PBM's notification to Client shall apply to any vaccinations administered to Members on and after the effective date set forth in PBM's notification. Caremark Retail-90, CVS-90, Maintenance Choice and other 90-day network pricing terms, if any, do not apply to vaccines. Client may, upon at least thirty (30) days' prior written notice to PBM, terminate participation in the vaccine program at any time. Vaccinations provided pursuant to the Program will be excluded from the calculation of any and all financial and performance guarantees. A Terms and Conditions document for the vaccine program is available upon request.

2.6 Generic Drug Substitution Program.

- (a) Generic substitution may be conducted through PBM's mail service pharmacies and Participating Pharmacies under a program which substitutes Brand Drugs with Generic Drugs, where available and clinically appropriate, unless (i) the Prescriber requires the prescription to be dispensed as written and does not authorize generic substitution; or (ii) the Plan Participant has notified the dispensing pharmacy to dispense the Brand Drug only.
- (b) PBM will provide generic messaging to Participating Pharmacies, which is intended to promote point-of-sale generic substitution of multi-source Brand Drugs. Client acknowledges that a pharmacist may override such messaging if the Prescriber or the Plan Participant has notified the dispensing Participating Pharmacy to dispense the Brand Drug only.

2.7 Drug Utilization Review Services ("DUR Services").

- (a) PBM will provide its automated concurrent DUR Services including, but not limited to: (i) drug to drug interactions; (ii) therapeutic duplications; (iii) over-utilization; (iv) insufficient or excessive drug usage; and (v) early or late refills.
 - (b) Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. The DUR Services are necessarily limited by the amount, type and accuracy of Plan Participant information made available to PBM.
- 2.8 Translation Services. To the extent Client requests translation services from Administrator or PBM (for translating member materials, brochures, etc.) and there is a charge from Administrator's or PBM's translation services provider, such charge will be passed through to Client.
- 2.9 Additional Optional Services: Charges for additional Optional Services not otherwise identified and priced in this Exhibit A (Client Application) shall be quoted upon request and/or as applicable. The Parties acknowledge that the arrangement between Administrator and the PBM is a pass-through arrangement. To the extent Client requests or PBM administers services of PBM that are not outlined in this Agreement, Administrator will pass through any such charges from the PBM to Client.

3. CLINICAL PROGRAMS.

PBM shall provide the clinical programs identified in this Exhibit A as such are elected by Client.

3.1 Administrator Clinical Programs.

- If elected, the **Low Clinical Value ("LCV")** exclusion option prevents unnecessary spending by removing LCV medications from the formulary without impact to client rebates while providing equal or more effective medicines at a lower cost. LCV medications are drugs that treat common conditions that do not provide any additional or superior therapeutic value when compared to currently existing therapies already in the marketplace. These medications are excluded in addition to any products that would normally be excluded by PBM's formulary. This exclusion occurs without affecting rebate minimum guarantees or contracted discount rates. Administrator reserves the right to amend, from time to time, the list of low clinical value medications. The list of low clinical value medications may be updated quarterly. Client may request a current list of LCV medications.
- If elected, Administrator's **High Dollar Claim Review, Prior Authorization and Appeals program ("HDCR")**, will provide Client with umbrella protection against high-cost prescription claims for approved formulary drugs. Prescription claims over the threshold dollar amount are flagged prior to payment and reviewed for clinical appropriateness. This additional level of clinical oversight protects against unnecessary spending, saving Client money and providing improved visibility into claim reviews, decision processes, and cost savings. If HDCR is elected, Administrator's **Complex Clinical Intervention ("CCI")** program is included. CCI addresses complex case management issues for Plan Participants on a trajectory to generate more than \$250,000.00 in annual pharmacy plan spend. Clinical pharmacists reach out to Prescribers to request and review medical documentation and tackle issues such as redundant therapies, dosing errors, potential drug-on-drug interactions, and medication misuse. Administrator's **Therapeutic Interchange for High-Cost Specialty Medications ("HTI")** identifies and promotes lower cost, clinically effective alternatives for anti-inflammatory and dermatological drugs.
 - The following may apply to HDCR:
 - Administrator manages the clinical review process for high dollar claims, providing oversight of the process. Administrator communicates

- trends and savings results to clients through detailed reporting and analytics;
 - Review turnaround time is dependent on Prescriber activity and whether additional information is required. If additional information is required, the reviewer will attempt to contact the Prescriber at least once daily for three days; direct contact with the prescriber will discontinue after the third day. The majority of reviews are completed with a disposition within 24 to 72 hours;
 - Following a clinical review, one of four actions will occur: (i) the medication is **approved**, (ii) the medication claim is **denied**, (iii) the doctor may decide to **withdraw** and prescribe a different medication, or (iv) the reviewer can **dismiss** the claim due to lack of communication from the Prescriber;
 - If denied, the appeal process is available.
- If HDCR is elected, the Administrator will also manage all other Prior Authorizations and Appeals.
 - Following a clinical review, one of four actions will occur: the medication is **approved**, the medication claim is **denied**, the doctor may decide to **withdraw** and prescribe a different medication, or the reviewer can **dismiss** the claim due to lack of communication from the prescriber;
 - If denied, the appeal process is available.
- The appeal process:
 - If an initial review is **denied**, the Plan Participant may appeal the decision to have a different pharmacist reviewer evaluate the prior authorization.
 - If the **denial is upheld** upon first appeal, a second appeal may be made, which is completed in consultation with a peer physician reviewer from an Independent Review Organization.
 - If the **denial is again upheld** upon second appeal, a final appeal for a Federal External Review completed by an Independent Review Organization may be made.
 - If the **denial is upheld** by the final review, the appeal process has been exhausted and the decision is final and binding.
- **Foundational Utilization Management (“UM”).** UM is a bundling of evidence-based clinical programs commonly used to provide appropriate clinical oversight of prescription drug claims. UM ensures the correct clinical evaluation processes are in place. Appropriate quantity limit (“**QL**”) promotes FDA-approved dispensing guidelines by ensuring appropriate quantities are dispensed. Step Therapy (“**ST**”) ensures the most clinically appropriate item is used first as part of adhering to accepted guidelines. When faced with two similar agents, the lowest cost option is promoted first. Prior Authorizations (“**PA**”) ensure FDA-approved guidelines with respect to indications are being met. Utilizing the PBM or customized criteria, Administrator has carved out the QL/ST exception review process as well as all specialty and non-specialty PA reviews to be independently reviewed and documented utilizing a documentation system that allows for ease of auditing through increased visibility of clinical decisions. This component requires that Client elect a standard UM program promoted by Administrator. NOTE: Client must have elected HDCR component to elect this UM. The following may apply:
 - Review turnaround time is dependent on prescriber activity and whether additional information is required. If additional information is required, the reviewer will attempt to contact physician at least once daily for three days; direct contact with the Prescriber will discontinue after the third day. The majority of reviews are completed with a disposition within 24 to 72 hours;

- Following a clinical review, one of four actions will occur: (i) the medication is ***approved***, (ii) the medication claim is ***denied***, (iii) the Prescriber may decide to ***withdraw*** and prescribe a different medication, or (iv) the reviewer can ***dismiss*** the claim due to lack of communication from the Prescriber; or
- If denied, an appeal process is available.

3.2 Protect Program Guarantee.

- **General:** The Administrator clinical programs elected by Client shall be collectively referred to as the “Protect Solutions” for purposes of this Exhibit A. The fees associated with the Protect Solutions which are invoiced to the client shall be referred to herein as the “Protect Fees”.
- **Protect ROI Guarantee:** Administrator guarantees that Client will generate savings from the Protect Solutions (“Protect Savings”) that are equal to or greater than the Protect Fees paid by Client during the given Contract Year (the “Protect ROI Guarantee”). To the extent that the Protect Fees exceed the Protect Savings in a given Contract Year, Administrator will pay Client an amount equal to the difference between the Protect Fees and the Protect Savings (the “Protect Guarantee Payment”).
 - For Clients with one thousand (1,000) Plan Participants or more, the Protect ROI Guarantee shall be 2:1. This means that following Client's Contract Year, if necessary, Administrator's Protect Guarantee Payment will consist of reimbursing Client for Protect Fees in an amount such that the ratio of Client's Protect Savings to Client's net Protect Fees is 2:1. Notwithstanding the foregoing, in no event will Administrator reimburse Client in an amount greater than the Protect Fees paid by Client during the applicable Contract Year. For purposes of calculating Plan Participant count, Administrator shall, on a monthly basis, calculate how many Plan Participants are active during the given month. At the end of the Contract Year, Administrator shall take the sum total of each month and divide it by the number of months in the Contract Year. If the average Plan Participant count over the course of the Contract Year is 1,000 Plan Participants or greater, the Protect ROI Guarantee shall be 2:1. At no point during the Contract Year can the monthly Plan Participant count fall below 900 Plan Participants; in the event that it does, the Protect ROI Guarantee for the Contract Year shall revert to 1:1 (as described in the immediately preceding paragraph).
- **Conditions.**
 - Client's entire population must be enrolled in the Protect Solutions for Client to be eligible for the Protect ROI Guarantee. If any portion of Client's population is not enrolled in the Protect Solutions for the entire applicable Contract Year, the Protect ROI Guarantee will not be applicable to Client. Administrator reserves the right not to honor the Protect ROI Guarantee if Client makes overrides from the Protect Program Claims reviews/appeals.
 - **Eligibility.** To be eligible for the Protect ROI Guarantee, Administrator's LCV and HDCR programs (including PA, HTI, and CCI) must be elected and Administrator (or a vendor designated by Administrator) must be the PA reviewer for all PA requests.
 - **Protect Savings Validation:** Protect Savings are calculated using a proprietary methodology developed by Administrator that analyzes rejected Claims and the paid alternatives to calculate definitive actual-dollar savings realized as a result of the Protect Solutions. Protect Savings generated by the PA and appeals process are based on the AWP contracted discount for the specific drug involved in a Claim. Protect Savings generated by the HDCR process are based on the net cost after actual discount. Administrator may use information from PBM in its calculation of Protect Savings (e.g., AWP, gross cost, plan cost, member cost, rejected Claims data). Generic product identifier (GPI) and national drug code (NDC) data will be retrieved from Medi-Span.

- Within one hundred and twenty (120) days after the end of each Contract year, Administrator shall report to Client performance for the Protect ROI Guarantee. If Protect Savings exceeds Protect Fees during a Contract Year, no payment shall be made by Administrator to Client. If Protect Fees exceed Protect Savings, amounts due resulting from an Administrator failure to meet the Protect ROI Guarantee, shall be calculated and paid to Client within thirty (30) days following Administrator's reconciliation report.
- The Protect Guarantee Payment, if any, shall be issued as a credit to Client's account. Client must have the Protect Solutions in place for the entirety of the applicable Contract Year – and such Contract Year must be at least twelve (12) months in length – to be eligible for the Protect ROI Guarantee. If this Agreement is terminated prior to the end of a given Contract Year or if the Agreement is terminated in breach of the terms of the Agreement (e.g., insufficient notice of non-renewal is given), then Administrator is not required to meet the Protect ROI Guarantee set forth above. No Protect Guarantee Payment will be paid (a) until this Agreement (including any applicable Client Application) is executed by Client, or (b) if the Administrative Services Agreement has been terminated as of the date that such Protect Guarantee Payment is to be paid to Client.
- If Client has not paid any outstanding invoice(s) when payment of the Protect Guarantee Payment, if any, is to be made, such outstanding amounts (including any applicable interest, service charge, or other outstanding amount) may be deducted from the Protect Guarantee Payment.
- In the event Administrator fails to meet the Protect ROI Guarantee, the Protect Guarantee Payment described above will be the sole and exclusive remedy available to Client for such failure.

3.3 PBM Clinical Programs.

- If elected, PBM's Manufacturer Assistance Program for Specialty Medications ("MAP"), consists of 1 or 2 components when available, dependent on the specific plan design: (1) Accumulator Protection using Manufacturer Copay assistance dollars to help lower member out-of-pocket costs and client costs where funds are not applied to member deductible and member out-of-pocket maximum totals; and (2) Accumulator Protection Plus Variable Cost-Share, where plan changes can maximize available assistance funds to offset plan costs and cover the members' cost-share but does not apply to their deductible and out-of-pocket maximum, yielding high savings potential, or Therapeutic Interchange Programs where the specialty pharmacy will move members to preferred agents in order to allow the usage of copay assistance funds from manufacturers. Requires exclusive specialty pharmacy relationship. These Manufacturer Assistance Programs for Specialty Medications can occur under Component 1 and/or 2 with CVS.
- If elected, Client may implement PBM's PrudentRx program to enroll its Plan Participants in the PrudentRx Manufacturer Copay Assistance Program. Additional terms and conditions will apply and will be detailed in a separate written agreement.
- If elected, PBM's **SpecialtyRx Cost Control ("SRCC")** program can help Client control costs related to the Plan's Specialty Drug spend. Implementation of SRCC requires that Client elect various other programs offered by Administrator and PBM. A Terms and Conditions document for SRCC is available upon request.
- Client may elect for PBM to perform services or programs (collectively referred to herein as "Additional Health-Related Services") that include Prescriber education programs, health research, compliance and persistency, and health education or management programs for Plan Participants. If elected by Client, PBM shall provide such Additional Health-Related Services in accordance with applicable law, including HIPAA. Client acknowledges and agrees that: (i) although the Additional Health-Related Services may be of benefit to Client and the Plan Participants, PBM will not charge Client or the Plan

Participants for the performance of such Additional Health-Related Services; (ii) the performance of such Additional Health-Related Services may utilize PHI; (iii) the performance and scope of such Additional Health-Related Services shall be determined by PBM, and PBM shall have no obligation to perform Additional Health-Related Services; and (iv) PBM may contract with, and pursue and retain for its own account compensation or fees received from, pharmaceutical companies for the funding and provision of such Additional Health-Related Services. Client may discontinue one (1) or more Additional Health-Related Services upon sixty (60) days' prior written notice to PBM.

4. **ADMINISTRATIVE CREDITS.** This Section 4 of Exhibit A sets forth various Rebates and credits to be paid by PBM to Administrator (collectively "Administrative Credits"), as identified in Section 4 of this Exhibit A. It is the intention of the parties that, for purposes of the Federal Anti-Kickback Statute, these Administrative Credits shall constitute and shall be treated as discounts against the price of drugs within the meaning of 42 U.S.C. § 1320a-7b(b)(3)(A).

- 4.1 Drug Rebates. Administrator shall remit to Client the Rebates as set forth in the table in Section 1 of this Exhibit A ("Client Rebates") to the extent such Rebates are actually received by Administrator during the Term. No Rebate shall be credited for any generic Claim, whether such Claim is filled with a Generic Drug or by a Brand Drug dispensed in lieu of a Generic Drug at the Generic Drug reimbursement rate. Subject to the foregoing: (1) Administrator will receive from PBM the quarterly Rebate payment within ninety (90) days following the end of a quarter for Rebates received during such quarter; and (2) upon receipt, Administrator will credit Client's account. PBM or Administrator may adjust the Client Rebates payments in an equitable manner if: (i) a generic version of a branded product is unexpectedly introduced in the market; or (ii) a branded product is recalled or withdrawn from the market.

- 4.1 Rebate Acknowledgment; No Representation; Rebate Limitations. Client acknowledges that Administrator is not making any representation, warranty or guarantee of any kind or nature, either express, implied or otherwise, regarding the amount of Rebates to be paid or remitted to Client pursuant to this Agreement, except as specifically set forth in writing herein. In addition, Client waives, releases and forever discharges PBM and Administrator from any Losses arising from a pharmaceutical company's (a) failure to pay Rebates; (b) breach of an agreement related to Rebates; or (c) negligence or misconduct affecting rebates. Client acknowledges that whether and to what extent pharmaceutical companies are willing to provide Rebates to Client may depend upon a variety of factors, including the content of the PDL, the Plan's design features, Client meeting criteria for Rebates, and the extent of participation in PBM's formulary management programs, as well as PBM/Administrator receiving sufficient information regarding each Claim for submission to pharmaceutical companies for Rebates. Client acknowledges and agrees that PBM may, but shall not be required to, initiate any collection action to collect any Rebates from a pharmaceutical company. In the event PBM does initiate a collection action against a pharmaceutical company to collect Rebates, PBM may offset any reasonable costs, including reasonable attorneys' fees and expenses, arising from any such action. Administrator shall only be responsible for the payment of Rebates to Client pursuant to the terms of this Agreement to the extent such Rebates are actually received by Administrator during the Term of this Agreement. In no event shall Administrator be obligated to pay Rebates to Client until Administrator receives payment for the same Rebates from PBM. In the event Client terminates the Agreement outside the terms and conditions in the Agreement, Client forfeits the right to receive any Rebates received by Administrator on Client's behalf after the date of such termination. Client acknowledges that Administrator shall not be obligated to pay Client any Rebates described herein until the Agreement, including any applicable Client Application, and any amendment(s) or addendum to this Agreement or Client Application, is signed by Client. PBM and Administrator will have the right to apply Client's allocated Rebate amount to unpaid Fees.

5. MISCELLANEOUS.

- 5.1 Plan Participant Cost Share. Administrator may, but shall not be obligated to, dispense or cause to be dispensed a prescription even if the prescription is not accompanied by the applicable Plan

Participant Cost Share described above in this Exhibit A. Administrator will refund any amount submitted by a Plan Participant in excess of the Plan Participant's applicable Plan Participant Cost Share. In the event a Plan Participant submits an insufficient Plan Participant Cost Share and the Plan Participant fails to remit the balance of the Plan Participant Cost Share amount to Administrator (or its designee) within thirty (30) days of Administrator's (or its designee's) request, then Administrator shall have the right to invoice Client for, and Client shall have an obligation to pay Administrator (or its designee), the amount of the uncollected Plan Participant Cost Share(s). Client shall, in turn, have the right to recover uncollected Plan Participant Cost Shares from its Plan Participants at Client's determination. Shipping of prescriptions submitted without the appropriate Plan Participant Cost Share may be delayed.

- 5.2 Drug Classification and Pricing; AWP. With respect to drug classification and pricing, the Parties acknowledge and understand that (i) PBM will use indicators of Medi-Span Master Drug Database (Medi-Span), and their associated files, as updated regularly by Medi-Span, or another nationally available reporting service of pharmaceutical drug information in determining the classification of drugs (e.g., legend vs. over-the-counter, brand vs. generic, multi-source vs. single-source) for purposes of this Agreement, (ii) PBM is entitled to rely on Medi-Span or any other nationally available reporting service of pharmaceutical prices selected by PBM to determine AWP for purposes of establishing pricing provided under this Agreement, and (iii) PBM does not establish AWP. Client further acknowledges that (w) Administrator does not establish drug classifications, (x) Administrator does not establish AWP, (y) neither PBM nor Administrator shall have any liability to Client or the Plan Participants arising from the use of Medi-Span or any other nationally available reporting service, and (z) if the reporting source for determining AWP relating to Administrator and Client should not continue to support AWP, Administrator and Client will cooperate with PBM to negotiate pricing hereunder to maintain the parties' respective economic position under this Agreement and otherwise as of the Effective Date of this Agreement.

5.3 Formulary Management.

- 5.3.1 The Parties acknowledge that Client shall adopt as part of Client's Plan design and as its formulary, the PDL and Prescribing Guide. Changes made by PBM to the PDL or the Prescribing Guide may be based upon, among other things, new products, customer safety, clinical appropriateness, efficacy, cost effectiveness, changes in availability of products, new clinical information and other considerations, changes in the pharmaceutical industry, introduction of generics, new legislation and regulations.
- 5.3.2 PBM may implement Drug Interchange program(s) which has/have been approved by PBM's pharmacy and therapeutics committee for selected prescriptions under which PBM's mail service pharmacy shall contact Prescribers, as appropriate, to obtain approval for the Drug Interchange. In accordance with PBM's standard policies, PBM shall credit Administrator or Plan Participant, as appropriate, for any mail prescription returned to PBM upon rejection by the Plan Participant of the Drug Interchange. Client acknowledges that the adoption of therapeutic interventions may result in an increase of Rebates payable by pharmaceutical manufacturers pursuant to their agreements with PBM.
- 5.3.3 Client acknowledges the Prescriber shall have final authority over the drug prescribed to a Plan Participant, regardless of benefit coverage.
- 5.3.4 PBM may implement Drug Interchange programs, as approved by its pharmacy and therapeutics committee, for Participating Pharmacies to promote the use of the PDL or Prescribing Guide by encouraging Participating Pharmacies to: (i) identify appropriate opportunities for converting a prescription from a non-PDL or Prescribing Guide drug to a clinically comparable drug on the PDL or Prescribing Guide; and (ii) contact the Plan Participant and the Prescriber to request that the prescription be changed to a clinically comparable drug on the PDL or Prescribing Guide. Participating Pharmacies may be compensated by PBM for the services they provide in connection with Drug Interchange programs.

- 5.4 Reservation of Rights. Administrator expressly reserves (and Client hereby confirms, acknowledges and agrees to such reservation) the right to modify or amend financial provisions in this Agreement (including without limitation this Client Application/Exhibit A) with reasonable advance written notice to Client in the event of:
- 5.4.1 A change in the scope of services to be performed by Administrator or PBM or the assumptions upon which the financial provisions included in this Agreement are based (including PBM's pricing provided to Administrator) and/or: (1) any new – or change in existing – state or federal law or regulation, or the interpretation thereof; and/or (2) any government imposed or industry wide change that would impede Administrator's ability to provide the pricing described in this Agreement, including without limitation any prohibition or restriction on the right of Administrator or any third party's ability to receive Rebates from PBM and/or pharmaceutical manufacturers.
 - 5.4.2 Implementation or addition of a high deductible health plan/consumer-driven health plan option that is not in place at the Effective Date of this Agreement;
 - 5.4.3 Implementation or addition of a 100% Plan Participant paid plan that is not in place at the Effective Date of this Agreement;
 - 5.4.4 A change in the coverage of Medicare eligible Plan Participants, irrespective of the resulting change in total number of Plan Participants,
 - 5.4.5 A change to the methodology by which AWP is calculated or reported.
 - 5.4.6 A change in PBM's PDL or the Prescribing Guide or Administrator's alignment with such PDL or Prescribing Guide. In any event, Administrator will use commercially reasonable efforts to provide Client with thirty (30) days' notice prior to addition or removal of a drug from the PDL or the Prescribing Guide. In the event safety concerns or regulatory action require PBM to remove a drug sooner, Administrator shall notify Client of the removal of a drug from the PDL or the Prescribing Guide within three (3) business days.
 - 5.4.7 Termination of Administrator's contractual arrangement with PBM.
- 5.5 Provision of Information. Client acknowledges that Administrator shall not be held responsible for any obligation if Client, or Client's designee (including, without limitation, any Plan Participant), fails to provide Administrator with accurate, timely and complete information as needed to meet such obligation.

D. PERFORMANCE GUARANTEES.

- 1. Within one hundred and twenty (120) days after the end of each Calendar year, Administrator shall report to Client performance for each performance standard. Notwithstanding the foregoing, for purposes of determining whether Administrator has met or failed to meet each performance standard, performance standards will be measured and reconciled on an annual basis and amounts due resulting from an Administrator failure to meet any performance standard(s), if any, shall be calculated and paid to Client within thirty (30) days following Administrator's receipt of reconciliation report.
- 2. If any period covered by the Agreement is less than the period covered by the proposed performance guarantee, and Administrator has not met such performance guarantee for such period, the penalty associated with such failure will be prorated to reflect the actual period during which the Agreement was in effect.
- 3. In the event Administrator fails to meet the proposed guarantees, the penalties described above will be the sole and exclusive remedy available to Client for such failure.

4. No performance penalties, if any, will be paid (a) until the Administrative Services Agreement is executed by Client, or (b) if the Administrative Services Agreement has been terminated as of the date that such performance penalties are to be paid to Client.
5. The total dollar amount at risk will be equal to \$10.00 per member, divided equally amongst the following four guarantees:

Service Feature	Client Specific Guarantees	Penalty
Average Speed of Answer	Administrator will make available a toll-free member service telephone line for use by Members. The target Average Speed of Answer (“ASA”) of the member service telephone line each Calendar Year will be thirty (30) seconds or less for 90% of calls. This is measured across Administrator’s book of business.	25% of total dollar amount at risk.
Telephone Abandonment Rate	The Telephone Abandonment Rate of the service telephone line will be 4.5% or less of all incoming calls received from Plan Participants during each Calendar Year. “Telephone Abandonment Rate” means (i) the number of incoming calls received by the customer service telephone line during a Calendar Year which are abandoned by the caller divided by (ii) the total number of incoming telephone calls received by the customer service telephone line during such Calendar Year. This is measured across Administrator’s entire book of business.	25% of total dollar amount at risk.
Claims Adjudication Accuracy Rate	The Claims Adjudication Accuracy Rate for each Calendar Year will be 98.5% or greater. “Claims Adjudication Accuracy Rate” means (i) the number of retail claims, mail order claims and directly submitted paper claims adjudicated by PBM in a Calendar Year that do not contain a material adjudication error, divided by (ii) the number of all such claims adjudicated by PBM in such Calendar Year.	25% of total dollar amount at risk.
Eligibility – Timeliness of Installations	Accurate and complete eligibility files transmitted by 10 AM CST via secure process to Administrator will be updated within one (1) business day of receipt. The measurement rate for successful will be 95% of days of an accurate and complete eligibility file transfer.	25% of total dollar amount at risk.

E. DEFINITIONS

Effective as of the Addendum Effective Date, the terms “Covered Drug” and “Covered Product” shall be used interchangeably throughout the definitions found in Article I of the Agreement.

F. EXECUTION BY CLIENT

Client hereby represents and warrants that the information contained in Section A of this Client Application is true and correct in all respects and Client hereby agrees to the specific terms, conditions and financial arrangements set out in this Client Application. Client agrees that if any information in Section A changes, Client will give Administrator prompt notice of such changes. Furthermore, Client understands that this (Exhibit A) (Client

Application) is a part of the Administrative Services Agreement between Client and Administrator to which it is attached and incorporated into by reference and that Client is bound by all terms and conditions of such Administrative Services Agreement.

All capitalized terms used in this Client Application but not specifically defined herein shall have the meanings given to such terms in the Administrative Services Agreement to which this Client Application is attached and made a part of.

IN WITNESS WHEREOF, Client has caused this Exhibit A (Client Application) to be executed as of the Addendum Effective Date. In the event this Client Application is amended by the Parties after the Addendum Effective Date, the Parties may substitute such amended Client Application for the former Client Application, provided the Parties set forth the date from and after which such amended Client Application shall be effective. Any such amended Client Application must be signed by Client's authorized representative and agreed to and accepted by Administrator's authorized representative.

CLIENT:

City of Brandon

By: _____

Printed Name: _____

Its: _____

Acknowledged, agreed to and accepted by:

ADMINISTRATOR:

RxBenefits, Inc.

By: _____

Printed Name: Lauren Simmons

Its: Vice President of Compliance & Legal Affairs



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/10/2024
SUBJECT: CONSIDERATION TO APPROVE:DOCKET OF CLAIMS FOR SEPT

Consideration to approve:

- a. Docket of Claims for September 23, 2024.
- b. Fox Everett claims released on September 19, 2024.
- c. Electronic fund transfers for September, 2024.

ATTACHMENTS:

1. Claims Docket_09-23-2024_Recessed Meeting
2. 9_19_2024
3. September 2024 Memo to the Board



City of Brandon
Check Register by Department for Checks Dated 9/23/2024

Check Run #: 12912

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#		001-000						
97781	2002	FOX-EVERETT/COB		09/13/2024	SEPT 2024- MEDICAL AND DENTAL INS	001-000-116	12	\$79,835.00
97782	13960	HANNAH ATEs		09/16/2024	ROOM RENTAL FULL DEPOSIT REFUND	001-000-117	12	\$5,195.26
						001-000-359	12	\$200.00
97806	13959	TAMEKA DINKINS		09/16/2024	ROOM RENTAL FULL DEPOSIT REFUND	001-000-311	12	\$150.00
Total For Department				001-000				\$85,380.26
Dept#		001-040						
97771	2254	C SPIRE		0031072390 SEPT 24	CELLULAR BILL 08/19/2024- 09/18/2024	001-040-605	12	\$328.92
97780	860	FLEETCOR TECHNOLOGIES		NP67116144	ACCT #126876- FUEL FOR WEEK 09/09/2024- 09/15/2024	001-040-525	12	\$43.21
97801	1028	RANKIN COUNTY NEWS		247718	YEARLY SUBSCRIPTIONS- MAYOR & CITY HALL	001-040-695	12	\$25.00
Total For Department				001-040				\$397.13
Dept#		001-092						
97768	10473	AMAZON	18434	1QQG-FWQH- FJ7M	Vacuum Bags	001-092-510	12	\$75.72



City of Brandon
Check Register by Department for Checks Dated 9/23/2024

Check Run #: 12912

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97769	10919	AMBIANCE LANDSCAPES, LLC	18380	17127	Gray Daniels Blvd Initial Cleaning & Mulch Application	001-092-637	12	\$2,745.16
97771	2254	C SPIRE		0031072390 SEPT 24	CELLULAR BILL 08/19/2024- 09/18/2024	001-092-605	12	\$159.24
97780	860	FLEETCOR TECHNOLOGIES		NP67116144	ACCT #126876- FUEL FOR WEEK 09/09/2024- 09/15/2024	001-092-525	12	\$47.80
97793	4566	METRO BUILDING SERVICES, INC		56252	DIAGNOSE HEATER IN AIR HANDLER #3	001-092-636	12	\$569.25
97794	6093	MIDSOUTH ELEVATOR, LLC	16718	INV-04079	CITY HALL ELEVATOR SERVICE	001-092-600	12	\$214.16
97799	985	POSTAGE BY PHONE		09/19/2024	POSTAGE FOR CITY HALL MACHINE	001-092-691	12	\$133.42
97801	1028	RANKIN COUNTY NEWS		247754	RESOLUTION-TAX LEVY	001-092-615	12	\$283.50
				247718	YEARLY SUBSCRIPTIONS- MAYOR & CITY HALL	001-092-695	12	\$25.00
97802	13961	REBECCA PEVEY		09/19/2024	CMC TRAINING- BECCA PEVEY-B/A 7/15/2024	001-092-685	12	\$41.72
						001-092-685	12	\$231.82
						001-092-525	12	\$47.51
97803	1109	SHERWIN WILLIAMS PAINT	18382	6792-6	Paint Brush & Wire Brush For Painting Hallways	001-092-636	12	\$19.45
97805	3699	STAPLES CONTRACT & COMMERCIAL, INC	18379	6011767164	DESK SUPPLIES ORGANIZER	001-092-500	12	\$20.69
97810	11103	VESTIS GROUP INC F/K/A ARAMARK		2780279502	MOPS FOR SENIOR CENTER AND CITY HALL	001-092-510	12	\$45.95



City of Brandon
Check Register by Department for Checks Dated 9/23/2024

Check Run #: 12912

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Total For Department				001-092				\$4,660.39
Dept#	001-112							
97771	2254	C SPIRE		0031072390 SEPT 24	CELLULAR BILL 08/19/2024- 09/18/2024	001-112-605	12	\$459.53
97773	389	CENTERPOINT ENERGY ENTEX		3194068-7 SEP 24	1455 W GOVERNMENT ST- PD	001-112-630	12	\$81.19
97780	860	FLEETCOR TECHNOLOGIES		NP67116144	ACCT #126876- FUEL FOR WEEK 09/09/2024- 09/15/2024	001-112-525	12	\$1,864.14
97805	3699	STAPLES CONTRACT & COMMERCIAL, INC	18416	6011767165	Toilet Paper	001-112-510	12	\$516.40
Total For Department				001-112				\$2,921.26
Dept#	001-161							
97771	2254	C SPIRE		0031072390 SEPT 24	CELLULAR BILL 08/19/2024- 09/18/2024	001-161-605	12	\$455.56
97772	12555	CAVENDER STORES, LTD	18462	0254066-IN	REPLACEMENT BOOTS/DEPUTY CHIEF WOFFORD	001-161-535	12	\$165.00
97773	389	CENTERPOINT ENERGY ENTEX		3194066-1 SEP 24	16 WOODGATE DR- FS #5	001-161-630	12	\$56.56
97776	13531	DELTA FIRE & SAFETY INC	18461	INVTX23-6799	LEATHER FF SUSPENDERS	001-161-535	12	\$210.00
			18474	INVTX23-6849	FIRE REBATE-(2) SETS TURN-OUT GEAR-B/A 8/19/2024	001-161-730	12	\$4,150.00
						001-161-730	12	\$2,527.00



City of Brandon
Check Register by Department for Checks Dated 9/23/2024

Check Run #: 12912

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97777	3820	EMERGENCY EQUIP PROFESSIONALS	18328	506676	ANNUAL AIR PACK INSPECTIONS	001-161-636	12	\$976.50
97778	374	EMPIRE TRUCK SALES, INC.		CEA001042656	REPLACE HOSE THAT BURST ON PIERCE ARROW	001-161-635	12	\$182.39
97780	860	FLEETCOR TECHNOLOGIES		NP67116144	ACCT #126876- FUEL FOR WEEK 09/09/2024-09/15/2024	001-161-525	12	\$632.88
97785	566	HINDS COMMUNITY COLLEGE		001-09/11/2024	OSHA HIPPA COURSE FEES/JIMMY WILSON	001-161-685	12	\$5.00
97786	575	HOME DEPOT CREDIT SERVICES	18376	1970048	MATERIALS TO INSTALL DRAINAGE-STATION 4	001-161-637	12	\$738.57
97789	13635	JAM-PAK LLC	18442	470265	LAUNDRY DETERGENT FOR STATION 2	001-161-637 001-161-510	12 12	(\$14.77) \$40.45
97792	3334	MELI'S AUTO UPHOLSTERY	18456	004653	REPAIR LADDER FRONT SEAT	001-161-636	12	\$145.00
97799	985	POSTAGE BY PHONE		09/19/2024	POSTAGE FOR CITY HALL MACHINE	001-161-691	12	\$0.63
97808	13433	TRI-COUNTY DIESEL LLC	17244	4777	VIN #9943-RESEAL FITTINGS ON AIR TANKS	001-161-635	12	\$437.50
Total For Department				001-161				\$10,708.27
Dept#	001-180							
97771	2254	C SPIRE		0031072390 SEPT 24	CELLULAR BILL 08/19/2024-09/18/2024	001-180-605	12	\$525.36



City of Brandon
Check Register by Department for Checks Dated 9/23/2024

Check Run #: 12912

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97780	860	FLEETCOR TECHNOLOGIES		NP67116144	ACCT #126876- FUEL FOR WEEK 09/09/2024- 09/15/2024	001-180-525	12	\$109.21
97799	985	POSTAGE BY PHONE		09/19/2024	POSTAGE FOR CITY HALL MACHINE	001-180-691	12	\$56.20
Total For Department				001-180				\$690.77
Dept#	001-201							
97771	2254	C SPIRE		0031072390 SEPT 24	CELLULAR BILL 08/19/2024- 09/18/2024	001-201-605	12	\$140.64
97779	2190	ENTERGY		405004765468	498 CROSSGATES BLVD	001-201-630	12	\$105.14
				95007981420	405 CROSSGATES BLVD	001-201-630	12	\$153.53
97780	860	FLEETCOR TECHNOLOGIES		NP67116144	ACCT #126876- FUEL FOR WEEK 09/09/2024- 09/15/2024	001-201-525	12	\$399.62
97784	5975	HEMPHILL CONSTRUCTION COMPANY INC		H24023-08- 52675	JULY 2024 GENERAL CONSTRUCTION SERVICES	001-201-637	12	\$2,235.00
97791	693	LEWIS ELECTRIC		M2024.165	SIGNAL REPAIR- 8/22/24-HWY 80 AT WOODGATE	001-201-720	12	\$800.00
				M2024.166	SIGNAL REPAIR- 8/23/24-HWY 471 AT TERRAPIN CREEK RD	001-201-720	12	\$1,375.00
Total For Department				001-201				\$5,208.93



City of Brandon
Check Register by Department for Checks Dated 9/23/2024

Check Run #: 12912

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#		001-220						
97770	13903	BRADY INDUSTRIES OF MS LLC	18455	9246104	Janitorial Supplies	001-220-510	12	\$49.43
						001-220-510	12	\$239.22
						001-220-510	12	\$49.70
						001-220-510	12	\$130.50
						001-220-510	12	\$30.49
						001-220-510	12	\$106.66
						001-220-510	12	\$205.29
						001-220-510	12	\$59.04
						001-220-510	12	\$129.48
						001-220-510	12	\$185.38
						001-220-510	12	\$44.42
						001-220-510	12	\$32.80
						001-220-510	12	\$11.16
			18455	9246106	Liners LDPE Black Case (6)	001-220-510	12	\$289.80
97771	2254	C SPIRE		0031072390 SEPT 24	CELLULAR BILL 08/19/2024- 09/18/2024	001-220-605	12	\$170.94
Total For Department				001-220				\$1,734.31
Dept#		001-340						
97780	860	FLEETCOR TECHNOLOGIES		NP67116144	ACCT #126876- FUEL FOR WEEK 09/09/2024- 09/15/2024	001-340-525	12	\$389.43
97796	894	NEEL-SCHAFER, INC.		1100327	AUG 2024 SERVICES- RECREATION PLANNING & CIVIL SITE-B/A 9/18/2023	001-340-607	12	\$645.00



City of Brandon
Check Register by Department for Checks Dated 9/23/2024

Check Run #: 12912

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				1100333	AUG 2024- BRANDON CITY PARK ROADWAY EXTENSION	001-340-607	12	\$9,245.00
Total For Department				001-340				\$10,279.43
Dept#	001-350							
97770	13903	BRADY INDUSTRIES OF MS LLC	18454	9245194	Janitorial Supplies	001-350-510	12	\$98.04
						001-350-510	12	\$53.33
						001-350-510	12	\$30.98
						001-350-510	12	\$30.49
97773	389	CENTERPOINT ENERGY ENTEX		3015580-8 SEP 24	1475 W GOVERNMENT ST	001-350-630	12	\$649.29
Total For Department				001-350				\$862.13
Dept#	001-351							
97768	10473	AMAZON	18434	1QQG-FWQH- FJ7M	Vacuum Bags	001-351-510	12	\$0.00
97810	11103	VESTIS GROUP INC F/K/A ARAMARK		2780279502	MOPS FOR SENIOR CENTER AND CITY HALL	001-351-510	12	\$45.94
Total For Department				001-351				\$45.94
Fund Total				001				\$122,888.82



City of Brandon
Check Register by Department for Checks Dated 9/23/2024

Check Run #: 12912

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#		004-500						
97770	13903	BRADY INDUSTRIES OF MS LLC		9242320	AMP-BATH TISSUE HEAVENLY JR JMBO 12/525	004-500-510	12	\$195.54
				9259767	CREDIT INCORRECT BATH TISSUE	004-500-510	12	(\$319.98)
97771	2254	C SPIRE		0031072390 SEPT 24	CELLULAR BILL 08/19/2024- 09/18/2024	004-500-605	12	\$106.16
97774	1999	CINTAS CORPORATION NO 210		4205785844	MATS/AMPHITHEAT ER	004-500-510	12	\$317.07
97775	1913	DAVID JEFcoat PEST CONTROL		37661	EOM PEST SERVICE-AMP	004-500-600	12	\$95.00
97780	860	FLEETCOR TECHNOLOGIES		NP67116144	ACCT #126876- FUEL FOR WEEK 09/09/2024- 09/15/2024	004-500-525	12	\$22.04
97786	575	HOME DEPOT CREDIT SERVICES		0140594	AMP-SHOWER LINERS & LIQUID DOWNY	004-500-550	12	\$50.89
						004-500-550	12	(\$1.02)
			18452	1903348	Washer & Dryer For Amp	004-500-750	12	\$1,070.00
						004-500-750	12	(\$21.40)
			18306	7345113	Storage Cabinet For AV Equipment	004-500-750	12	\$299.25
						004-500-750	12	(\$5.99)
97788	1241	J L ROBERTS MECHANICAL	17575	SD4045	AMP-Creed-Show Staff HVAC/Plumb	004-500-600	12	\$1,050.00
97793	4566	METRO BUILDING SERVICES, INC		56253	ICE MACHINE DOWN-A2 KITCHEN-AMP	004-500-636	12	\$874.50
97797	768	NEXAIR, LLC	18080	0012323322	Gas For Parker	004-500-640	12	\$533.84

Report run by: ttrebotich



City of Brandon
Check Register by Department for Checks Dated 9/23/2024

Check Run #: 12912

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97798	13687	PETTY CASH - CANDANCE HUNLEY		09/19/2024	McCollum REIMBURSE PETTY CASH EXPENSES	004-500-500	12	\$155.67
97799	985	POSTAGE BY PHONE		09/19/2024	POSTAGE FOR CITY HALL MACHINE	004-500-691	12	\$271.16
97809	4935	UNITED RENTALS (N.A.), INC.	18432	238827681-001	(2) 15 Passenger Vans For Creed Concert	004-500-640	12	\$1,029.56
Total For Department				004-500				\$5,722.29
Fund Total				004				\$5,722.29



City of Brandon
Check Register by Department for Checks Dated 9/23/2024

Check Run #: 12912

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#		100-220						
97780	860	FLEETCOR TECHNOLOGIES		NP67116144	ACCT #126876- FUEL FOR WEEK 09/09/2024- 09/15/2024	100-220-525	12	\$167.39
97795	11299	MSLCP, LLC		666503	INMATE MEALS 08/22/2024	100-220-520	12	\$265.80
				666506	INMATE MEALS 08/13/2024	100-220-520	12	\$306.52
				666502	INMATE MEALS 08/29/2024	100-220-520	12	\$324.54
				666505	INMATE MEALS 09/05/2024	100-220-520	12	\$301.04
				666507	INMATE MEALS 09/19/2024	100-220-520	12	\$161.64
97800	2583	RAMEY'S		000810132726	INMATE DRINKS, CUPS & CONDIMENTS- 09/16/2024	100-220-520	12	\$48.42
				000810132538	INMATE PLATES, CUPS, DRINKS, SALAD & DRESSINGS- 09/13/2024	100-220-520	12	\$70.67
				000810132814	INMATE SALAD & DRESSING- 09/17/2024	100-220-520	12	\$23.68
				000810132812	INMATE CUPS & DRINKS-09/17/2024	100-220-520	12	\$29.09
				000810132879	INMATE SALAD, DRESSING, CUPS & DRINKS-09/18/2024	100-220-520	12	\$61.81
				000810132951	INMATE MEALS- SALAD-09/19/2024	100-220-520	12	\$31.64
				000810132948	INMATE DRESSING,	100-220-520	12	\$55.09



City of Brandon
Check Register by Department for Checks Dated 9/23/2024

Check Run #: 12912

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97804	1851	SONIC		CHK 160- 09/18/2024	DRINKS, CUPS, FORKS & PLATES- 09/19/2024 INMATE MEALS 09/18/2024	100-220-520	12	\$277.77
97807	13733	TASTE OF DETROIT RESTAURANT LLC		314811	INMATE MEALS 09/16/2024	100-220-520	12	\$390.00
97811	8048	WALTER L. HARVEY		09/17/2024	INMATE MEALS 09/17/2024	100-220-520	12	\$330.00
Total For Department				100-220				\$2,845.10
Fund Total				100				\$2,845.10



City of Brandon
Check Register by Department for Checks Dated 9/23/2024

Check Run #: 12912

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#	300-610							
97784	5975	HEMPHILL CONSTRUCTION COMPANY INC		H24023-08- 54620	JULY 2024 GENERAL CONSTRUCTION SERVICES	300-610-712	12	\$6,394.00
				H24023-08- 54261	JULY 2024 GENERAL CONSTRUCTION SERVICES	300-610-712	12	\$12,537.00
Total For Department				300-610				\$18,931.00
Fund Total				300				\$18,931.00



City of Brandon
Check Register by Department for Checks Dated 9/23/2024

Check Run #: 12912

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#		400-670						
97799	985	POSTAGE BY PHONE		09/19/2024	POSTAGE FOR CITY HALL MACHINE	400-670-691	12	\$38.59
Total For Department				400-670				\$38.59
Dept#		400-673						
97771	2254	C SPIRE		0031072390 SEPT 24	CELLULAR BILL 08/19/2024- 09/18/2024	400-673-605	12	\$1,164.40
97780	860	FLEETCOR TECHNOLOGIES		NP67116144	ACCT #126876- FUEL FOR WEEK 09/09/2024- 09/15/2024	400-673-525	12	\$735.14
97784	5975	HEMPHILL CONSTRUCTION COMPANY INC		H24023-08- 52819	JULY 2024 GENERAL CONSTRUCTION SERVICES	400-673-637	12	\$10,746.00
				H24023-08- 53453	JULY 2024 GENERAL CONSTRUCTION SERVICES	400-673-637	12	\$6,567.00
97790	10529	K&S TRUCKING LLC		25546	VIN #7626-REPAIR TIRE	400-673-540	12	\$15.00
97801	1028	RANKIN COUNTY NEWS		247745	BID ADV/CORNERSTON E/GFP WATERLINE EXTENSION	400-673-615	12	\$202.32
Total For Department				400-673				\$19,429.86



City of Brandon
Check Register by Department for Checks Dated 9/23/2024

Check Run #: 12912

Check Run #: 12912							ttrebotich	
Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	Acct Per.	Detail Amount
Dept#	400-680							
97771	2254	C SPIRE		0031072390 SEPT 24	CELLULAR BILL 08/19/2024- 09/18/2024	400-680-605	12	\$140.64
97780	860	FLEETCOR TECHNOLOGIES		NP67116144	ACCT #126876- FUEL FOR WEEK 09/09/2024- 09/15/2024	400-680-525	12	\$400.88
97783	5991	HARVEY SERVICES INC		7104	WO#55039-158 JEWELL DR- GRINDER PUMP REPAIR	400-680-636	12	\$515.00
				7103	WO#55001-150 JEWELL DR- GRINDER PUMP REPAIR	400-680-636	12	\$1,125.00
				7102	WO#55000-2722 HWY 80 EAST- GRINDER PUMP REPAIR	400-680-636	12	\$750.00
97784	5975	HEMPHILL CONSTRUCTION COMPANY INC		H24023-08- 53877	JULY 2024 EMERGENCY REPAIRS	400-680-637	12	\$6,834.00
				H24023-08- 53991	JULY 2024 EMERGENCY REPAIRS	400-680-637	12	\$6,567.00
				H24023-08- 53649	JULY 2024 EMERGENCY REPAIRS	400-680-637	12	\$11,398.50
97787	13962	IVY TESTING SERVICE INC		2041	EMERGENCY SEWER LINE BORE REPAIR	400-680-720	12	\$124,000.00
Total For Department				400-680				\$151,731.02



City of Brandon
Check Register by Department for Checks Dated 9/23/2024

Check Run #: 12912

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				Fund Total	400			\$171,199.47
				Grand Total				\$321,586.68



City of Brandon
Manual Check Batch #: 5537
Fiscal Year 2023 - 2024 12 - Sep

Vendor #	Name	PO #	Invoice #	Inv Date	Due Date	Invoice Amount		Sequence #
GL Account #	Account Description	Tax	1099	Sales Tax Amount	Liq. Amount	Detail Amount	Detail Description	
Check # 97724	Check Date: 9/16/2024							
3733	TRAVELERS		2432R9178 SEP 24	9/16/2024	9/13/2024	\$55,717.50	100	
001-040-625	INSURANCE	N			\$0.00	\$835.76	COMMERCIAL AUTO/PROPERTY INS PACKAGE	
001-092-625	INSURANCE	N			\$0.00	\$2,925.17	COMMERCIAL AUTO/PROPERTY INS PACKAGE	
001-112-625	INSURANCE	N			\$0.00	\$9,611.27	COMMERCIAL AUTO/PROPERTY INS PACKAGE	
001-161-625	INSURANCE	N			\$0.00	\$8,357.63	COMMERCIAL AUTO/PROPERTY INS PACKAGE	
001-180-625	INSURANCE	N			\$0.00	\$417.88	COMMERCIAL AUTO/PROPERTY INS PACKAGE	
001-201-625	INSURANCE	N			\$0.00	\$3,343.05	COMMERCIAL AUTO/PROPERTY INS PACKAGE	
001-340-625	INSURANCE	N			\$0.00	\$6,268.22	COMMERCIAL AUTO/PROPERTY INS PACKAGE	
001-350-625	INSURANCE	N			\$0.00	\$1,253.64	COMMERCIAL AUTO/PROPERTY INS PACKAGE	
001-351-625	INSURANCE	N			\$0.00	\$417.88	COMMERCIAL AUTO/PROPERTY INS PACKAGE	
100-220-625	INSURANCE	N			\$0.00	\$2,507.29	COMMERCIAL AUTO/PROPERTY INS PACKAGE	
400-670-625	INSURANCE	N			\$0.00	\$417.88	COMMERCIAL AUTO/PROPERTY INS PACKAGE	
400-673-625	INSURANCE	N			\$0.00	\$3,760.93	COMMERCIAL AUTO/PROPERTY INS PACKAGE	

400-680-625	INSURANCE	N		\$0.00	\$1,671.53	COMMERCIAL AUTO/PROPERTY INS PACKAGE
004-500-625	INSURANCE	N		\$0.00	\$13,929.37	COMMERCIAL AUTO/PROPERTY INS PACKAGE
Invoice Total				\$0.00	\$55,717.50	
Total for Check # 97724				\$0.00	\$55,717.50	

Total for fund	001	\$0.00	\$33,430.50
Total for fund	100	\$0.00	\$2,507.29
Total for fund	400	\$0.00	\$5,850.34
Total for fund	004	\$0.00	\$13,929.37
Total for batch	5537	\$0.00	\$55,717.50



City of Brandon

Manual Check Batch #: 5538

Fiscal Year 2023 - 2024 12 - Sep

Vendor #	Name	PO #	Invoice #	Inv Date	Due Date	Invoice Amount	Sequence #
GL Account #	Account Description	Tax	1099	Sales Tax Amount	Liq. Amount	Detail Amount	Detail Description
Check # 2577	Check Date: 9/13/2024						
13954	Rojoma LLC		917241	9/13/2024	9/17/2024	\$963.00	100
004-500-600	PROF SERVICES - OTHER	N			\$0.00	\$963.00	Catering - Creed
			Invoice Total		\$0.00	\$963.00	
			Total for Check # 2577		\$0.00	\$963.00	
Check # 2578	Check Date: 9/13/2024						
13955	Batch Coffee Co.		917242	9/13/2024	9/17/2024	\$250.00	100
004-500-600	PROF SERVICES - OTHER	N			\$0.00	\$250.00	Catering - Creed
			Invoice Total		\$0.00	\$250.00	
			Total for Check # 2578		\$0.00	\$250.00	
Check # 2579	Check Date: 9/16/2024						
8065	COLE ENTERTAINMENT SERVICE		917243	9/16/2024	9/17/2024	\$27,292.20	100
004-500-600	PROF SERVICES - OTHER	N			\$0.00	\$27,292.20	Stagehands - Creed
			Invoice Total		\$0.00	\$27,292.20	
			Total for Check # 2579		\$0.00	\$27,292.20	
Check # 2580	Check Date: 9/16/2024						
11920	Bellamy, LLC		917244	9/16/2024	9/17/2024	\$13,111.00	100
004-500-600	PROF SERVICES - OTHER	N	NEC		\$0.00	\$13,111.00	Catering - Creed
			Invoice Total		\$0.00	\$13,111.00	
			Total for Check # 2580		\$0.00	\$13,111.00	
Check # 2581	Check Date: 9/16/2024						
11523	BRENNAN ROBERT MAGEE		917245	9/16/2024	9/17/2024	\$300.00	100
004-500-600	PROF SERVICES - OTHER	N	NEC		\$0.00	\$300.00	Camera Crew - Creed
			Invoice Total		\$0.00	\$300.00	
			Total for Check # 2581		\$0.00	\$300.00	
Check # 2582	Check Date: 9/16/2024						
13686	Cameron Littleton		917246	9/16/2024	9/17/2024	\$300.00	100

004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$300.00	Camera Crew - Creed
				Invoice Total		\$0.00	\$300.00	
				Total for Check # 2582		\$0.00	\$300.00	
Check # 2583	Check Date: 9/16/2024							
11520	JOHNNY E. COLEMAN SR.		914246	9/16/2024	9/17/2024	\$300.00		100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	\$300.00	Camera Crew - Creed
				Invoice Total		\$0.00	\$300.00	
				Total for Check # 2583		\$0.00	\$300.00	
Check # 2584	Check Date: 9/16/2024							
11521	MORGAN HUDSON BROWNING		917247	9/16/2024	9/17/2024	\$300.00		100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	\$300.00	Camera Crew - Creed
				Invoice Total		\$0.00	\$300.00	
				Total for Check # 2584		\$0.00	\$300.00	
Check # 2585	Check Date: 9/16/2024							
8161	Roderick Randall Kwan		917248	9/16/2024	9/17/2024	\$500.00		100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	\$500.00	Jumbotron Services - Creed
				Invoice Total		\$0.00	\$500.00	
				Total for Check # 2585		\$0.00	\$500.00	
Check # 2586	Check Date: 9/17/2024							
7984	AEG PRESENTS, LLC		917248	9/17/2024	9/17/2024	\$63,000.00		100
004-500-603	ARTIST AGREEMENT	N				\$0.00	\$63,000.00	Deposit - Sturgill Simpson
				Invoice Total		\$0.00	\$63,000.00	
				Total for Check # 2586		\$0.00	\$63,000.00	
Check # 2587	Check Date: 9/19/2024							
10568	DICKEY'S BARBECUE PIT		917249	9/19/2024	9/17/2024	\$2,960.00		100
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$2,960.00	CBC Catering - Cody Jinks
				Invoice Total		\$0.00	\$2,960.00	
				Total for Check # 2587		\$0.00	\$2,960.00	
Check # 2588	Check Date: 9/17/2024							
2574	CITY OF BRANDON		9172410	9/17/2024	9/17/2024	\$5,000.00		100
004-500-603	ARTIST AGREEMENT	N				\$0.00	\$5,000.00	Cash Advance - Cody Jinks

Invoice Total	\$0.00	\$5,000.00
Total for Check # 2588	\$0.00	\$5,000.00

Total for fund	004	\$0.00	\$114,276.20
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Total for batch	5538	\$0.00	\$114,276.20
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City of Brandon
Manual Check Batch #: 5539
Fiscal Year 2023 - 2024 12 - Sep

Vendor #	Name	PO #	Invoice #	Inv Date	Due Date	Invoice Amount		Sequence #
GL Account #	Account Description	Tax	1099	Sales Tax Amount	Liq. Amount	Detail Amount	Detail Description	
Check # 2589	Check Date: 9/19/2024							
13956	Zachary Bridges		919241	9/19/2024	9/19/2024	\$200.00		100
004-500-609	VIP AREA	N				\$0.00	\$200.00	CBC Entertainer - Cody Jinks
				Invoice Total		\$0.00	\$200.00	
				Total for Check # 2589		\$0.00	\$200.00	
Check # 2590	Check Date: 9/18/2024							
9846	LIVE NATION WORLDWIDE INC		919242	9/18/2024	9/19/2024	\$413,685.71		100
004-500-603	ARTIST AGREEMENT	N				\$0.00	\$382,285.71	Creed - Settlement
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$31,400.00	Creed - Settlement
				Invoice Total		\$0.00	\$413,685.71	
				Total for Check # 2590		\$0.00	\$413,685.71	
Check # 2591	Check Date: 9/19/2024							
9846	LIVE NATION WORLDWIDE INC		919243	9/19/2024	9/19/2024	\$11,750.18		100
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$11,750.18	Music License Fees - Lauren Daigle & Creed
				Invoice Total		\$0.00	\$11,750.18	
				Total for Check # 2591		\$0.00	\$11,750.18	
Check # 2592	Check Date: 9/17/2024							
8158	REGIONS-AMPHITHEATER SOCIAL MEDIA CREDIT CARD		919244	9/17/2024	9/19/2024	\$1,657.13		100
004-500-615	ADVERTISING	N				\$0.00	\$1,657.13	Social Media Advertising - Sept.
				Invoice Total		\$0.00	\$1,657.13	
				Total for Check # 2592		\$0.00	\$1,657.13	

Total for fund	004	\$0.00	\$427,293.02
Total for batch	5539	\$0.00	\$427,293.02



City of Brandon

Manual Check Batch #: 5540

Fiscal Year 2023 - 2024 12 - Sep

Vendor #	Name	PO #	Invoice #	Inv Date	Due Date	Invoice Amount		Sequence #
GL Account #	Account Description	Tax	1099	Sales Tax Amount	Liq. Amount	Detail Amount	Detail Description	
Check # 10088	Check Date: 9/19/2024							
839	DEPARTMENT OF REVENUE		09/19/2024	9/19/2024	9/19/2024	\$49,409.42		100
400-000-120	SALES TAX PAYABLE	N				\$0.00	\$3,751.61	SALES TAX
400-000-380	TRANSFERS	N				\$0.00	\$45,657.81	SALES TAX
Invoice Total						\$0.00	\$49,409.42	
Total for Check # 10088						\$0.00	\$49,409.42	

Total for fund 400 \$0.00 \$49,409.42

Total for batch 5540 \$0.00 \$49,409.42

Board Approval Procedure - Statement should be submitted to Board for Approval at the next scheduled meeting

Memo

To: Mayor and Board of Aldermen

From: Niki Jobe

Date: 9/30/2024

Re: Request for Approval of September 2024 Electronic Fund Transfers

	<u>Date</u>	<u>Amount</u>
September 2024 Deferred Compensation Transfer	<u>9/6/2024</u>	<u>\$1,545.00</u>
	<u>9/20/2024</u>	<u>\$1,545.00</u>
September 2024 Retirement Transfer	<u>9/30/2024</u>	<u>\$153,794.87</u>
September 2024 Federal Tax Transfers	<u>9/6/2024</u>	<u>\$61,367.26</u>
	<u>9/20/2024</u>	<u>\$62,496.11</u>
September 2024 MS State Tax Commission	<u>9/6/2024</u>	<u>\$6,871.00</u>
	<u>9/20/2024</u>	<u>\$7,084.00</u>



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: SEPTEMBER 23, 2024
SUBJECT: MARQUETTE ROAD MULTI-USE PATH PROJECT
STP-7081-00(002)LPA/109244-701000
SUPPLEMENTAL AGREEMENT NO. 1

Asking for your consideration to approve Supplemental Agreement No. 1 with Thornton Construction Company, Inc. for the Marquette Road Multi-Use Path Project and authorize execution of the same.

Supplemental Agreement No. 1 will add six pay items to the contract due to additional erosion control measures required, unforeseen driveway thickness, and unforeseen utility conflicts within the project. It is estimated that these additional requirements will increase the project cost by \$39,258.85,

The Marquette Road Multi-Use Path Project will allow for a new multi-use path to be constructed along Marquette Road from Boyce Thompson Drive to the Rankin County EOC building.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Benchmark Engineering Inc Recommendation Letter
- Supplemental Agreement No. 1

September 17th, 2024

Mrs. Carly Dearman
Public Works Operations Coordinator
City of Brandon
1000 Municipal Drive
Brandon, MS 39042

RE: City of Brandon
Marquette Rd. Multi-use Path
Project # STP-7081-00(002) LPA/109244-701000
B-9506/B-10825
Supplemental Agreement No. 1

Dear Mrs. Dearman:

Please find included in this packet all documentation and paperwork necessary for approval of Supplemental Agreement No. 1 on the City of Brandon Marquette Rd. Multi-use Path for Thornton Construction Co. Inc. This supplemental agreement adds six pay items to the contract primarily due to erosion control, unforeseen driveway thickness, and unknown utilities in conflict with the project.

We have reviewed this agreement and MDOT has signed off on the changes. We recommend this be submitted to the Board for their approval.

Should you have any questions or need additional information, please do not hesitate to contact our office at 601-591-1077.

Sincerely,



Lon Burt, P.E.
Benchmark Engineering & Surveying, LLC

cc: Matthew Miller, P.E., P.L.S. (BENCHMARK)

File: B-9506/B-10825

City of Brandon
 Project No. STP-7081-00(002)LPA/109244-701000
SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, WE, Thornton Construction Co., Inc., Contractor, and **The Gray Casualty & Surety Company**, Surety, entered into a Contract with the **City of Brandon**, LPA, on the **9th** day of **February, 2024**, for the construction of Federal Aid Project No. **STP-7081-00(002)LPA/109244-701000**, **Rankin** County; and

WHEREAS: The project provides for the construction of a new Multi-use path on Marquette Rd.; and

WHEREAS: The Contract is setup to install a new concrete multi-use path, excavation, storm drain, retaining walls and all other work in accordance with the Plans, Specifications and Contract Documents; and

WHEREAS: Based on field conditions, one of the existing driveways that is required to be reconstructed was originally setup for 6-inch thickness concrete driveway and where the existing driveway thickness was 12 inches, causes a need for a new Concrete Driveway pay item on the project; and

WHEREAS: Based on field conditions, the stormwater runoff has caused a need for additional erosion control measures being rock ditch checks (Riprap for erosion control, Sediment Control stone, Loose Riprap and Geotextile) which were not in the original Contract; and

WHEREAS: Based on previously unknown utilities in possible conflict with the project, the Contractor will be required to perform non-destructive underground utility investigation to locate existing utilities for depths and locations of such; and;

NOW, THEREFORE: It is mutually agreed by all parties concerned that payment for the work addressed herein shall be made under the following pay items and unit prices, which shall be full and final compensation for all materials, labor, equipment, and other items necessary to complete the work. It shall also be noted that the pay items and work required below will not add any additional contract time to the project:

PAY ITEMS					
<u>Pay Item No.</u>	<u>Description of Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
209-A004	Geotextile Stabilization, Type V	85	SY	\$1.11	94.35
249-A001	Riprap for Erosion Control	28.3	TON	\$128.60	\$3,639.38
614-B001	Concrete Driveway, With Reinforcement, 12-inch Thickness	153	SY	\$176.70	\$27,035.10
815-F002	Sediment Control Stone	27.95	TON	\$124.46	\$3478.66
815-A006	Loose Riprap, Size 200	17.58	TON	\$104.76	\$1,841.68
L00087	Utility Work-Water, (Non-Destructive Utility Investigation)	12	HR	\$264.14	\$3,169.68

Estimated Total: \$39,258.85

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with Josh Tillery, P.E. District LPA Coordinator, Richard Love, P.E. MDOT Construction Area Engineer, and Mitchell Young, P.E. MDOT LPA Division.

City of Brandon
Project No. STP-7081-00(002)LPA/109244-701000
SUPPLEMENTAL AGREEMENT NO. 1

NOW, THEREFORE, WE, Thornton Construction Co., Inc., Contractor, The Gray Casualty & Surety Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 9th day of September, 2024.

The Gray Casualty & Surety Company
Surety

Thornton Construction Co., Inc.
Contractor

By: Richard Mitts September 9, 2024
Date

[Signature] 9/9/2024
Date

RECOMMENDED FOR APPROVAL:

[Signature] 09/16/2024
LPA Project Engineer/Architect Date

[Signature] 9/17/24
MDOT District Engineer Date

_____*
MDOT State Construction Engineer Date

_____*
MDOT Executive Director Date
for the Mississippi Transportation Commission

Book _____ Page _____

APPROVED:

LPA OFFICIAL Date

* {concurrence only for Supplemental Agreements adding a "stand-alone" time extension or exceeding \$100,000}

City of Brandon
Project No. STP-7081-00(002)LPA/109244-701000
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

1. The existing concrete driveway at Station 20+30 on the Construction plans was originally planned to be replaced with 6" reinforced concrete, however, the existing driveway thickness, as measured in the field was determined to be 12". In the interest of the property owner, City and project, it was decided that the driveway should be replaced with a thickness equal to the existing concrete. This caused a need to add an additional pay item, 12" reinforced concrete driveway.
2. The excessive stormwater runoff in the existing ditch between stations 20+00 and 30+00 has caused the need for multiple rock ditch checks with sediment stone to help reduce sediment runoff, erosion, and keep the project in compliance with the SWPPP and approved ECP. These ditch checks will be used at the discretion of the Project Engineer only. These items will be added by Riprap and Sediment control stone.
3. Between Station 39+00 and 59+00, the Contractor has encountered multiple previously unknown, or previously not located, utility conflicts that may have a direct impact on the project. It has been discussed that the need for non-destructive underground utility investigation, i.e. potholing, be used to determine where these utilities may lie and if they pose a conflict for the construction of the project. It has been determined that in the best interest of time and the project, that a pay item be added to the Contract for the Contractor to investigate these previously unknown utilities by the hour at the discretion of the Project Engineer.

JUSTIFICATION OF UNIT PRICES SUBMITTED:

The unit price submitted for the 12" reinforced concrete driveway were not able to be compared directly MDOT bid averages because it was not a previous pay item. However, the Project Engineer has reviewed other projects and contacted multiple other Contractors to compare the submitted unit price, and has found that the submitted unit price falls within approximately \$12 of others (or 6%).

The unit prices submitted for the Riprap for Erosion Control (\$128.60) falls within 15% of MDOT Bid averages taken over the last 6 months (See Attached).

The unit prices submitted for the Loose Riprap, Size 200 (\$128.60) falls within 15% of MDOT Bid averages of Pay Item 815-A002, Loose Riprap, Size 100, taken over the last 6 months (See Attached)

The unit prices submitted for the Sediment Control Stone (\$124.46) falls within 15% of MDOT Bid averages taken over the last 6 months (See Attached).

The unit price submitted for Geotextile Stabilization (\$1.11) is less than the MDOT Bid averages taken over the last 6 months for the respective pay item.

The unit price submitted, per hour, for the Utility investigation work has been verified to be reasonable through other sources within the range of \$250-\$300 per hour.

City of Brandon
Project No. STP-7081-00(002)LPA/109244-701000
SUPPLEMENTAL AGREEMENT NO. 1



Project Professional

LPA Official

CSD-720-LPA

City of Brandon
Project No. STP-7081-00(002)LPA/109244-701000
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET

DETAIL ANALYSIS OF UNIT PRICES:

See attached documents.


CONTRACTOR

{If additional space is needed use extra sheets.}

QUANTITY ADJUSTMENT

1. QUANTITY ADJUSTMENT NO. 1 2. DATE: 09/09/24
3. PROJECT NO. STP-7081-00(002)LPA 109244/701000 4. LPA: CITY OF BRANDON
5. COUNTY: Rankin
6. The following changes on the above project with stations, quantities, and items involved are recommended for the reasons stated in detail:

Pay Item	Description	Previous Quantity	Revised Quantity	Increase or (Decrease)	Unit	Unit Price	Amount
209-A004	Geotextile Stabilization, Type V	0.00	85.00	85.00	SY	\$1.11	\$94.35
249-A001	Riprap for Erosion Control	0.00	28.30	28.30	TON	\$128.60	\$3,639.38
614-B001	Concrete Driveway, with Reinforcement, 12-inch Thickness	0.00	153.00	153.00	CY	\$176.70	\$27,035.10
815-F002	Sediment Control Stone	0.00	27.95	27.95	TON	\$124.46	\$3,478.66
815-A006	Loose Riprap, Size 200	0.00	17.58	17.58	TON	\$104.76	\$1,841.68
L00087	Utility Work-Water (Non-Destructive Utility Investigation)	0.00	12.00	12.00	HR	\$264.14	\$3,169.68
TOTAL							\$39,258.85

REASONS:
See attached.

WORKSHEET

Page 2 of 2

QUANTITY ADJUSTMENT NO. 1

PROJECT NO. STP-7081-00(002)LPA 109244/701000

7. Total Cost per Gov. Est. dated

\$1,506,795.64

- a. Contingencies
- b. Construction
- c. CE&I

Participating	Non-Participating
\$0.00	\$0.00
\$588,584.43	\$754,843.57
\$81,840.57	\$81,527.07

\$1,343,428.00

8. Previous Quantity Adjustments to this Gov. Est.

\$0.00	\$0.00
--------	--------

\$0.00

9. This Quantity Adjustment

\$0.00	\$39,258.85
--------	-------------

\$39,258.85

10. CE&I Adjustments dated

SA Date if \$ added

\$0.00	\$0.00
--------	--------

11. Rev. Total Est. Cost of Project

\$670,425.00

\$875,629.49

*

\$1,546,054.49

* Note: If line 11 is greater than line 7, then a revised government estimate is required.

12.

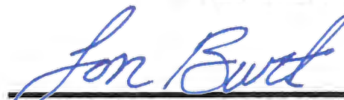
Federal match % 100.00%

federal portion if not above the maximum awarded

\$670,425.00

13. Original Federal Funds Requested	\$670,425.00
14. Current Estimated Federal Portion	\$670,425.00
15. Original Estimated Local Portion	\$836,370.64
16. Current Estimated Local Portion	\$875,629.49

Recommended for Approval


LPA Project Engineer / Architect

09/16/2024

Date

Approved

LPA Official

Date

Justification of Submitted Unit Prices based on Recent MDOT Bid Averages (Dec 23 – June 24)

From 12/1/2023 to 6/30/2024								
Item	Description	Unit	QTY	Min Price	QTY	Max Price	Avg Price	Avg Price
206-B001	Select Material for Undercuts, Contractor Furnished, FM	Cubic Yard	26	\$25.00	610	\$270.00	244.95	\$97.41
209-A005	Geotextile Stabilization, Type V, Non-Woven	Square Yard	165	\$1.25	131428	\$25.53	14995.99	\$4.19
209-A009	Geotextile Stabilization, Type VII, Non-Woven	Square Yard	150	\$2.50	450	\$12.00	300	\$6.81

From 12/1/2023 to 6/30/2024								
Item	Description	Unit	QTY	Min Price	QTY	Max Price	Avg Price	Avg Price
247-A001	Temporary Stream Diversion	Each	1	\$2,500.00	12	\$65,000.00	5.13	\$25,350.00
249-A001	Riprap for Erosion Control	Ton	23	\$60.00	1675	\$200.00	493.64	\$112.76
249-B001	Remove and Reset Riprap	Cubic Yard	18	\$13.40	1063	\$140.00	396.59	\$50.77

From 12/1/2023 to 6/30/2024								
Item	Description	Unit	QTY	Min Price	QTY	Max Price	Avg Price	Avg Price
815-E001	Geotextile under Riprap	Square Yard	22	\$1.75	9618	\$157.03	3419.09	\$11.88
815-F002	Sediment Control Stone	Ton	66	\$55.00	529	\$200.00	250.89	\$110.03
907-202-B001	Removal of Bridge Deck, Hydrodemolition	Square Yard	412	\$5.00	16266	\$60.00	3582.8	\$16.82

From 12/1/2023 to 6/30/2024								
Item	Description	Unit	QTY	Min Price	QTY	Max Price	Avg Price	Avg Price
813-E007	Modified Railing	Linear Feet	63	\$230.50	366	\$1,000.00	244.8	\$663.48
815-A003	Loose Riprap, Size 100	Ton	620	\$55.00	3889	\$150.00	1941.25	\$93.18
815-A007	Loose Riprap, Size 300	Ton	2	\$55.00	13207	\$4,000.00	3933.98	\$223.14
815-A009	Loose Riprap, Size 500	Ton	900	\$77.75	900	\$90.00	900	\$83.35
815-D001	Concrete Slope Paving	Cubic Yard	18	\$570.00	111	\$7,000.00	73.92	\$2,161.77

From 12/1/2023 to 6/30/2024								
Item	Description	Unit	QTY	Min Price	QTY	Max Price	Avg Price	Avg Price
613-D012	Adjustment of Gas Valve	Each	1	\$379.80	1	\$5,000.00	1	\$2,065.16
614-A001	Concrete Driveway, Without Reinforcement	Square Yard	34	\$105.00	1378	\$200.00	502.22	\$150.64
614-B001	Concrete Driveway, With Reinforcement	Square Yard	202	\$97.00	3322	\$187.50	1327.93	\$119.24
615-A002	Concrete Bridge End Barrier, 33.5"	Linear Feet	40	\$73.00	240	\$393.88	170	\$181.44

SUPPLEMENTAL AGREEMENT

Thornton Construction Company, Inc.
115 Bragg Street
Brandon, MS 39074

PROJECT NAME / NO.

Marquette Road Multi-Use Path
STP-7081-00(002)LPA / 109244 - 701000
Brandon, MS

MODIFICATION NO.

RFP 24002-006

DATE:

Friday, August 23, 2024

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

ITEM NO.	DESCRIPTION			QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
1	Geotextile Fabric			85.00	SY	\$ 1.11	\$ 94.35
	LABOR	EQUIPMENT	RENT	MATERIAL	SUBCONTRACT	SUBTOTAL COST	
	\$ 7.40	\$ -	\$ -	\$ 68.00	\$ -	\$ 75.40	
CONTRACTOR'S TAX OF TOTAL AMOUNT @					3.50%	\$ 3.30	
CONTRACTOR'S BOND OF TOTAL AMOUNT @					1.50%	\$ 1.41	
CONTRACTOR'S NET FEE OF TOTAL AMOUNT @					15.00%	\$ 14.14	
TOTAL AMOUNT:						\$ 94.25	
PRICE PER UNIT:						\$ 1.11	

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

Added Rip Rap at Concrete Paved Ditch

LABOR

ITEM NO.	DESCRIPTION	UNIT RATE/HR	HOURS	TOTAL
1	SUPERINTENDENT	\$ 45.00	0	\$ -
2	DOZER OPERATOR	\$ 30.05	0	\$ -
3	DOZER OPERATOR	\$ 21.00	0.25	\$ 5.25
4	DUMP TRUCK	\$ 20.00	0	\$ -
5	LABOR	\$ -	0	\$ -
SUBTOTAL:				\$ 5.25
PAYROLL TAXES AND INSURANCE:			41.00%	\$ 2.15
TOTAL:				\$ 7.40

EQUIPMENT

ITEM NO.	DESCRIPTION	UNIT RATE/HR	HOURS	TOTAL
1	PICK UP 3/4 TON	\$ 36.69	0	\$ -
2	LASER / LEVEL	\$ 9.41	0	\$ -
3	PIPE SAW	\$ 5.34	0	\$ -
4	TAMP	\$ 5.67	0	\$ -
5	GENERATOR	\$ 6.49	0	\$ -
6	TRACKHOE - LINKBELT 75	\$ 78.70	0	\$ -
7	SKID STEER	\$ 61.11	0	\$ -
8	DUMP TRUCK	\$ 95.00	0	\$ -
TOTAL:				\$ -

RENTAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	TOTAL
1	NONE				\$ -
TOTAL:					\$ -

MATERIAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	Geotextile Fabric	85	SY	\$ 0.80	\$ 68.00
2	Rip Rap 200 lbs	0	TN	\$ 61.56	\$ -
TOTAL:					\$ 68.00

SUBCONTRACT

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	NONE	0		\$ -	\$ -
TOTAL:					\$ -

SUPPLEMENTAL AGREEMENT

Thornton Construction Company, Inc.

115 Bragg Street

Brandon, MS 39074

PROJECT NAME / NO.

Marquette Road Multi-Use Path
STP-7081-00(002)LPA / 109244 - 701000
Brandon, MS

MODIFICATION NO.

RFP 24002-003

DATE:

Friday, August 23, 2024

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT		
1	Sediment Control Stone	27.95	TN	\$ 124.46	\$ -		
	LABOR	EQUIPMENT	RENT	MATERIAL	SUBCONTRACT	SUBTOTAL COST	
	\$ 485.87	\$ 1,290.94	\$ -	\$ 1,006.20	\$ -	\$ 2,783.01	
CONTRACTOR'S TAX OF TOTAL AMOUNT @					3.50%	\$ 121.76	
CONTRACTOR'S BOND OF TOTAL AMOUNT @					1.50%	\$ 52.18	
CONTRACTOR'S NET FEE OF TOTAL AMOUNT @					15.00%	\$ 521.81	
					TOTAL AMOUNT:	\$ 3,478.76	
					PRICE PER UNIT:	\$ 124.46	

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

9 EA Rock Check Dam's for erosion control. Average tonnage is 6.25 tns/ea.

LABOR

ITEM NO.	DESCRIPTION	UNIT RATE/HR	HOURS	TOTAL
1	SUPERINTENDENT	\$ 45.00	0	\$ -
2	DOZER OPERATOR	\$ 30.05	6.75	\$ 202.84
3	DOZER OPERATOR	\$ 21.00	6.75	\$ 141.75
4	LABOR	\$ -	0	\$ -
5	LABOR	\$ -	0	\$ -
SUBTOTAL:				\$ 344.59
PAYROLL TAXES AND INSURANCE:			41.00%	\$ 141.28
TOTAL:				\$ 485.87

EQUIPMENT

ITEM NO.	DESCRIPTION	UNIT RATE/HR	HOURS	TOTAL
1	PICK UP 3/4 TON	\$ 36.69	6.75	\$ 247.66
2	LASER / LEVEL	\$ 9.41	6.75	\$ 63.52
3	PIPE SAW	\$ 5.34	6.75	\$ 36.05
4	TAMP	\$ 5.67	0	\$ -
5	GENERATOR	\$ 6.49	0	\$ -
6	TRACKHOE - LINKBELT 75	\$ 78.70	6.75	\$ 531.23
7	SKID STEER	\$ 61.11	6.75	\$ 412.49
8	DUMP TRUCK	\$ 95.00	0	\$ -
TOTAL:				\$ 1,290.94

RENTAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	TOTAL
1	NONE			\$	-
TOTAL:					\$ -

MATERIAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	Rip Rap	0	TN	\$ 61.56	\$ -
2	Limestone Rock from Cornerstone	0	TN	\$ 30.00	\$ -
3	57 Limestone	0	TN	\$ 51.86	\$ -
4	57 Wash Gravel	27.95	TN	\$ 36.00	\$ 1,006.20
TOTAL:					\$ 1,006.20

SUBCONTRACT

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	NONE	0	\$ -	\$ -	\$ -
TOTAL:					\$ -

SUPPLEMENTAL AGREEMENT

Thornton Construction Company, Inc.
115 Bragg Street
Brandon, MS 39074

PROJECT NAME / NO.	MODIFICATION NO.
Marquette Road Multi-Use Path STP-7081-00(002)LPA / 109244 - 701000 Brandon, MS	RFP 24002-002
DATE:	Friday, August 23, 2024

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

ITEM NO.	DESCRIPTION			QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
1	Rip Rap for Erosion Control			28.30	TN	\$ 128.60	\$ -
	LABOR	EQUIPMENT	RENT	MATERIAL	SUBCONTRACT	SUBTOTAL COST	
	\$ 485.87	\$ 1,290.94	\$ -	\$ 1,134.62	\$ -	\$ 2,911.43	
CONTRACTOR'S TAX OF TOTAL AMOUNT @					3.50%	\$ 127.37	
CONTRACTOR'S BOND OF TOTAL AMOUNT @					1.50%	\$ 54.59	
CONTRACTOR'S NET FEE OF TOTAL AMOUNT @					15.00%	\$ 545.89	
TOTAL AMOUNT:						\$ 3,639.28	
PRICE PER UNIT:						\$ 128.60	

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

9 EA Rock Check Dam's for erosion control. Average tonage is 6.25 tns/ea.

LABOR

ITEM NO.	DESCRIPTION	UNIT RATE/HR	HOURS	TOTAL
1	SUPERINTENDENT	\$ 45.00	0	\$ -
2	DOZER OPERATOR	\$ 30.05	6.75	\$ 202.84
3	DOZER OPERATOR	\$ 21.00	6.75	\$ 141.75
4	LABOR	\$ -	0	\$ -
5	LABOR	\$ -	0	\$ -
SUBTOTAL:				\$ 344.59
PAYROLL TAXES AND INSURANCE:			41.00%	\$ 141.28
TOTAL:				\$ 485.87

EQUIPMENT

ITEM NO.	DESCRIPTION	UNIT RATE/HR	HOURS	TOTAL
1	PICK UP 3/4 TON	\$ 36.69	6.75	\$ 247.66
2	LASER / LEVEL	\$ 9.41	6.75	\$ 63.52
3	PIPE SAW	\$ 5.34	6.75	\$ 36.05
4	TAMP	\$ 5.67	0	\$ -
5	GENERATOR	\$ 6.49	0	\$ -
6	TRACKHOE - LINKBELT 75	\$ 78.70	6.75	\$ 531.23
7	SKID STEER	\$ 61.11	6.75	\$ 412.49
8	DUMP TRUCK	\$ 95.00	0	\$ -
TOTAL:				\$ 1,290.94

RENTAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	TOTAL
1	NONE				\$ -
TOTAL:					\$ -

MATERIAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	Rip Rap	9.05	TN	\$ 61.56	\$ 557.12
2	Limestone Rock from Cornerstone	19.25	TN	\$ 30.00	\$ 577.50
3	57 Limestone	0	TN	\$ 51.86	\$ -
4	57 Wash Gravel	0	TN	\$ 36.00	\$ -
TOTAL:					\$ 1,134.62

SUBCONTRACT

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	NONE	0	\$ -	\$ -	\$ -
TOTAL:					\$ -

SUPPLEMENTAL AGREEMENT

Thornton Construction Company, Inc.
115 Bragg Street
Brandon, MS 39074

PROJECT NAME / NO.

Marquette Road Multi-Use Path
STP-7081-00(002)LPA / 109244 - 701000
Brandon, MS

MODIFICATION NO.

RFP 24002-001

DATE:

Wednesday, July 10, 2024

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
1	12" Concrete Driveway with Reinforcement	153.00	SY	\$ 176.70	\$ 27,035.10
	LABOR	EQUIPMENT	RENT	MATERIAL	SUBCONTRACT
	\$ 914.53	\$ 823.20	\$ -	\$ -	\$ 19,890.00
				SUBTOTAL COST	
				\$ 21,627.73	
CONTRACTOR'S TAX OF TOTAL AMOUNT @				3.50%	\$ 946.21
CONTRACTOR'S BOND OF TOTAL AMOUNT @				1.50%	\$ 405.52
CONTRACTOR'S NET FEE OF TOTAL AMOUNT @				15.00%	\$ 4,055.20
TOTAL AMOUNT:				\$	27,034.66
PRICE PER UNIT:				\$	176.70

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

12" concrete driveway with reinforcement, dowels and two pours at station 20+30. During excavation of the existing it was discovered that the existing was 12" thick with fiber reinforcement. This price includes pouring this particular driveway in two sections with dowel bar embedment at the construction joint vs monolithic due to the seven day work schedule at this facility.

LABOR

ITEM NO.	DESCRIPTION	UNIT RATE/HR	HOURS	TOTAL
1	SUPERINTENDENT	\$ 45.00	0	\$ -
2	DOZER OPERATOR	\$ 30.05	12	\$ 360.60
3	DOZER OPERATOR	\$ 24.00	12	\$ 288.00
4	LABOR	\$ -	0	\$ -
5	LABOR	\$ -	0	\$ -
SUBTOTAL:				\$ 648.60
PAYROLL TAXES AND INSURANCE:			41.00%	\$ 265.93
TOTAL:				\$ 914.53

EQUIPMENT

ITEM NO.	DESCRIPTION	UNIT RATE/HR	HOURS	TOTAL
1	PICK UP 3/4 TON	\$ 36.69	12	\$ 440.28
2	LASER / LEVEL	\$ 9.41	12	\$ 112.92
3	PIPE SAW	\$ 5.34	12	\$ 64.08
4	TAMP	\$ 5.67	12	\$ 68.04
5	GENERATOR	\$ 6.49	12	\$ 77.88
6	SMALL TOOLS	\$ 5.00	12	\$ 60.00
7	TRACKHOE - LINKBELT 75	\$ 78.70	0	\$ -
8	SKID STEER	\$ 61.11	0	\$ -
9	DUMP TRUCK	\$ 95.00	0	\$ -
TOTAL:				\$ 823.20

RENTAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	TOTAL
1	NONE				\$ -
TOTAL:					\$ -

MATERIAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	NONE	0	LS	\$ -	\$ -
TOTAL:					\$ -

SUBCONTRACT

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	A1-Concrete - 12" Concrete DW with Reinforcement	153	SY	\$ 130.00	\$ 19,890.00
TOTAL:					\$ 19,890.00

A1 Concrete Services, Inc.

188 Maple St.

Florence, MS 39073-9720

Estimate

Date	Estimate #
7/9/2024	942

Name / Address
Thornton Construction Co., Inc. 115 Bragg St. Brandon, MS 39047

EXCLUSIONS:

- No Bond or Tax
- One (1) Mobilization (Additional Mobs \$1,500/EA)
- No Joint Sealant or Testing
- Not Responsible for Damages by Others
- Repair Work Priced Separately
- No Earthwork, Layout, Engineering, etc.
- No Uncrackable Concrete Included
- Final Billing Based on Field Measure
- This Quote to Become the Prevailing Part of the Subcontract
- No Asphalt Repairs, Backfill, Landscaping, Irrigation, Traffic Control, ADA Ramps/Truncated Domes, etc.

PRICES
GOOD
FOR
90 DAYS

Project

Marquette Rd Multi Use Paths

Item	Description	Qty	Rate	Total
SQ YDS	Square Yards of Concrete Paving 12" Thick #4 Rebar Reinforced Labor & Materials	137 153	130.00	17,810.00 19,890 ⁰⁰ G

601-540-1324 Lee Bell mobile
601-573-4178 Adam Russell mobile

Total

~~\$17,810.00~~

E-mail	alconcrete11@gmail.com
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SUPPLEMENTAL AGREEMENT

Thornton Construction Company, Inc.
115 Bragg Street
Brandon, MS 39074

PROJECT NAME / NO.

Marquette Road Multi-Use Path
STP-7081-00(002)LPA / 109244 - 701000
Brandon, MS

MODIFICATION NO.

RFP 24002-005

DATE:

Friday, August 23, 2024

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
1	Rip Rap, 200 LBS	17.58	TNS	\$ 104.76	\$ 1,841.68
	LABOR	EQUIPMENT	RENT	MATERIAL	SUBCONTRACT
	\$ 92.78	\$ 298.41	\$ -	\$ 1,082.22	\$ -
				SUBTOTAL COST	
				\$ 1,473.41	
CONTRACTOR'S TAX OF TOTAL AMOUNT @				3.50%	\$ 64.46
CONTRACTOR'S BOND OF TOTAL AMOUNT @				1.50%	\$ 27.63
CONTRACTOR'S NET FEE OF TOTAL AMOUNT @				15.00%	\$ 276.26
TOTAL AMOUNT:				\$	1,841.76
PRICE PER UNIT:				\$	104.76

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

Added Rip Rap at Concrete Paved Ditch

LABOR

ITEM NO.	DESCRIPTION	UNIT RATE/HR	HOURS	TOTAL
1	SUPERINTENDENT	\$ 45.00	0	\$ -
2	DOZER OPERATOR	\$ 30.05	1	\$ 30.05
3	DOZER OPERATOR	\$ 21.00	0.75	\$ 15.75
4	DUMP TRUCK	\$ 20.00	1	\$ 20.00
5	LABOR	\$ -	0	\$ -
SUBTOTAL:				\$ 65.80
PAYROLL TAXES AND INSURANCE:			41.00%	\$ 26.98
TOTAL:				\$ 92.78

EQUIPMENT

ITEM NO.	DESCRIPTION	UNIT RATE/HR	HOURS	TOTAL
1	PICK UP 3/4 TON	\$ 36.69	1	\$ 36.69
2	LASER / LEVEL	\$ 9.41	1	\$ 9.41
3	PIPE SAW	\$ 5.34	1	\$ 5.34
4	TAMP	\$ 5.67	1	\$ 5.67
5	GENERATOR	\$ 6.49	1	\$ 6.49
6	TRACKHOE - LINKBELT 75	\$ 78.70	1	\$ 78.70
7	SKID STEER	\$ 61.11	1	\$ 61.11
8	DUMP TRUCK	\$ 95.00	1	\$ 95.00
TOTAL:				\$ 298.41

RENTAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	TOTAL
1	NONE				\$ -
TOTAL:					\$ -

MATERIAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	Geotextile Fabric	0	SY	\$ 0.80	\$ -
2	Rip Rap 200 lbs	17.58	TN	\$ 61.56	\$ 1,082.22
TOTAL:					\$ 1,082.22

SUBCONTRACT

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	NONE	0		\$ -	\$ -
TOTAL:					\$ -

SUPPLEMENTAL AGREEMENT

Thornton Construction Company, Inc.
115 Bragg Street
Brandon, MS 39074

PROJECT NAME / NO.

Marquette Road Multi-Use Path
STP-7081-00(002)LPA / 109244 - 701000
Brandon, MS

MODIFICATION NO.

RFP 24002-004

DATE:

Friday, August 23, 2024

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

ITEM NO.	DESCRIPTION			QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
1	Potholing Existing Utilities			12.00	HR	\$ 264.14	\$ 3,169.68
	LABOR	EQUIPMENT	RENT	MATERIAL	SUBCONTRACT	SUBTOTAL COST	
	\$ 863.77	\$ 1,671.96	\$ -	\$ -	\$ -	\$ 2,535.73	
CONTRACTOR'S TAX OF TOTAL AMOUNT @					3.50%	\$ 110.94	
CONTRACTOR'S BOND OF TOTAL AMOUNT @					1.50%	\$ 47.54	
CONTRACTOR'S NET FEE OF TOTAL AMOUNT @					15.00%	\$ 475.45	
TOTAL AMOUNT:						\$ 3,169.66	
PRICE PER UNIT:						\$ 264.14	

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

Potholing Existing Utilities at Station 47+00 (Region 8 Modular Block Retaining Wall).

LABOR

ITEM NO.	DESCRIPTION	UNIT RATE/HR	HOURS	TOTAL
1	SUPERINTENDENT	\$ 45.00	0	\$ -
2	DOZER OPERATOR	\$ 30.05	12	\$ 360.60
3	DOZER OPERATOR	\$ 21.00	12	\$ 252.00
4	LABOR	\$ -	0	\$ -
5	LABOR	\$ -	0	\$ -
SUBTOTAL:				\$ 612.60
PAYROLL TAXES AND INSURANCE:			41.00%	\$ 251.17
TOTAL:				\$ 863.77

EQUIPMENT

ITEM NO.	DESCRIPTION	UNIT RATE/HR	HOURS	TOTAL
1	PICK UP 3/4 TON	\$ 36.69	12	\$ 440.28
2	LASER / LEVEL	\$ 9.41	12	\$ 112.92
3	PIPE SAW	\$ 5.34	12	\$ 64.08
4	TAMP	\$ 5.67	0	\$ -
5	GENERATOR	\$ 6.49	12	\$ 77.88
6	TRACKHOE - LINKBELT 75	\$ 78.70	6	\$ 472.20
7	SKID STEER	\$ 61.11	0	\$ -
8	POTHOLE EXCAVATOR 500 GAL	\$ 84.10	6	\$ 504.60
TOTAL:				\$ 1,671.96

RENTAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	TOTAL
1	NONE			\$ -	\$ -
TOTAL:				\$ -	\$ -

MATERIAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	NONE	0		\$ -	\$ -
TOTAL:				\$ -	\$ -

SUBCONTRACT

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	NONE	0		\$ -	\$ -
TOTAL:				\$ -	\$ -



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: SEPTEMBER 23, 2024
SUBJECT: GREENFIELD RIDGE CIRCLE
EMERGENCY SEWER REPAIRS
BORING REPAIR INVOICE APPROVAL

Asking for your consideration to approve invoice #2041 in the amount of \$124,000.00 from Ivy Testing Service, Inc. for emergency sewer line boring repairs performed near 437 & 439 Greenfield Ridge Circle and authorize payment of the same.

This repair was declared an emergency by the Board on August 19, 2024.

On August 12, 2024, the City of Brandon received calls regarding a manhole overflowing in the Greenfield Ridge Drive area. Upon inspection, it was found that the sewer line near 437 & 439 Greenfield Ridge Circle was clogged. Further inspection through CCTV footage, showed that the sewer line was collapsed due to damage caused by non-city related work.

This repair is an emergency due to sewer backup and sewer overflow in the area which is a hazard to the public, the environment, and the surrounding properties.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Ivy Testing Service, Inc. – invoice #2041 - \$124,000.00
- August 19, 2024 – Emergency Declaration & Emergency Affidavit

GL Code: 400-680-720

Funding: WSOM

IVY TESTING SERVICE INC.

273 TOM KYZAR RD
MORTON MS. 39117

Invoice

DATE	INVOICE NO.
8/30/2024	2041

CITY OF BRANDON 1000 MUNICIPAL DRIVE BRANDON, MS 39402

DATE BORED
8/30/2024

JOB NAME		439 GRNFIELD		
DESCRIPTION		FEET BORED	PRICE	AMOUNT
EMERGENCY SEWER REPAIR @ 439 GREENFIELD DRIVE CIRCLE			124,000.00	124,000.00
Thank you for your business.		Total		
		\$124,000.00		

EMERGENCY CERTIFICATION RE: MCA SECTION 31-7-13(k) (1972, as amended)

I, Carly Beth Dearman, the Public Works Operations Coordinator
for the City of Brandon, Mississippi, have determined that an emergency exists as described in
the memo attached hereto, with regard to the purchase of the commodities or repair contracts,
identified as follows:

sewer line repairs near 437 & 439 Greenfield Ridge Circle - including sewer bypass pump

rental, CCTV investigation, field investigations, & repairs

at the location/address identified in the memo attached hereto, so that the delay incident to
giving opportunity for competitive bidding would be detrimental to the interest of the
governing authority, and I hereby approve the bill presented therefore for such emergency
commodities and/or contract services provided, and I do hereby certify that the purchase of
such commodities was made from Hemphill Construction Company & Suncoast Commodities (or with
Hydra Services & Bishop's High Velocity from whom such an emergency repair contract was
made), as reflected in the bill(s)/invoice(s) attached hereto and request payment of the same
accordingly.

So certified, this the 15 day of August, 2024.

Carly Beth Dearman

Carly Beth Dearman

(Print Name)

Public Works Operations Coordinator

(Title)

(Note: At the board meeting next following the emergency purchase or repair contract,
documentation of the purchase or repair contract, including a description of the commodity
purchased, the price thereof and the nature of the emergency shall be presented to the board
and shall be placed on the minutes of the board of such governing authority.)



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: SEPTEMBER 23, 2024
SUBJECT: HEMPHILL CONSTRUCTION COMPANY
JULY 2024 EMERGENCY REPAIRS INVOICE APPROVAL

Asking for your consideration to approve the following invoices from Hemphill Construction Company for emergency repairs in the month of July 2024 and authorize payment of the same.

1. 205 West Brandon Court - \$6,834.00 – invoice #H24023-08-53877
 - emergency sewer repair due to Cspire bore
2. 32 Timber Ridge Drive - \$6,567.00 – invoice #H24023-08-53991
 - Emergency sewer repair due to sewer line issue at road
3. 41 Eastgate Drive - \$11,398.50 – invoice #H24023-08-53649
 - Emergency sewer line repair due to collapse sewer line

All services rendered by Hemphill Construction Company on the attached invoicing are at the FY24 General Construction Services commodity bid pricing. All listed repairs were due to circumstances in which the City of Brandon staff on hand were unable to accomplish in an appropriate timeframe or due to the nature of repairs.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Hemphill Construction Company invoices

GL Code & Funding: 400-680-637 – WSOM - \$24,799.50

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	6	HR	Superintendent	\$105.00	\$630.00
2	12	HR	Foreman	\$95.00	\$1,140.00
3	12	HR	Trackhoe & Operator (308)	\$115.00	\$1,380.00
4	12	HR	Front End Loader & Operator	\$130.00	\$1,560.00
5	12	HR	Pipelayer	\$45.00	\$540.00
6	24	HR	Laborer	\$38.00	\$912.00
7	12	HR	Pickup Truck	\$22.00	\$264.00
8	12	HR	Flatbed Truck	\$19.00	\$228.00
9	12	HR	Small Incidental Tools	\$15.00	\$180.00
TOTAL AMOUNT DUE					\$6,834.00

Emergency sewer line repair. Issue was causing backup at home.
Homeowners were not able to use sewer facilities.

GL Code: 400-680-637

Funding: WSOM

EMERGENCY CERTIFICATION RE: MCA SECTION 31-7-13(k) (1972, as amended)

I, Carly Beth Dearman, the Public Works Operations Coordinator
for the City of Brandon, Mississippi, have determined that an emergency exists as described in
the memo attached hereto, with regard to the purchase of the commodities or repair contracts,
identified as follows:

sewer line repair near 205 West Brandon Court due to Cspire bore through line

at the location/address identified in the memo attached hereto, so that the delay incident to
giving opportunity for competitive bidding would be detrimental to the interest of the
governing authority, and I hereby approve the bill presented therefore for such emergency
commodities and/or contract services provided, and I do hereby certify that the purchase of
such commodities was made from Hemphill Construction Company (or with
_____ from whom such an emergency repair contract was
made), as reflected in the bill(s)/invoice(s) attached hereto and request payment of the same
accordingly.

So certified, this the 26 day of August, 2024.

Carly Beth Dearman

Carly Beth Dearman

(Print Name)

Public Works Operations Coordinator

(Title)

(Note: At the board meeting next following the emergency purchase or repair contract,
documentation of the purchase or repair contract, including a description of the commodity
purchased, the price thereof and the nature of the emergency shall be presented to the board
and shall be placed on the minutes of the board of such governing authority.)



Work Order #: 53877

Work Order Date: 06/18/24

Work Type:

Status: Complete

Prepared By: Latoya Heckard

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Sewer - Backup

Date Requested: 06/17/2024

Name: Gabe Goza

Service Address or 205 West Brandon Court

Request Location:

Phone Number: 601 540-1815

Email Address:

Reported By:

Department: Sewer

Ward:

Nature of Request: Customer has been experiencing water backing up into the home. The plumber advised that city needs to clear main sewer line. Please check.

Scheduled Completion

Date:

Date Work Order 07/11/2024

Completed:

Work Order Completed Hemphill Construction Company

By:

Scope of Work Sewer service line at road was bored through by Cspire. Repaired pipe by cutting out bad

Completed: section of pipe. Installed new piece of 6" sewer pipe and used rubber couplings to sleeve back together. Backfilled area.

**Locate Number If
Necessary:**

Additional Information:

**Concrete Repair
Required/Details:**

**Sod/Yard Restoration
Required/Details:**

**Asphalt Repair
Required/Details:**

Invoice & Cost Bishop's invoice #26850 - 6/25/24 - \$525.00 | 2nd invoice #26881 - 7/10/24 - \$480.00

Information:

Meter Deposit Amount:

Tap Fee Amount:

Status:

Notes

07/12/2024

Protel Call 7/8/2024 at 8:30am. Need to know when the City will be out to do work on the line.

07/11/2024

I contacted Heath Bufkin with Cspire regarding damage. He was going to send a crew to the location to see in person. City did not see Cspire on site during the repair. Carly Beth Dearman

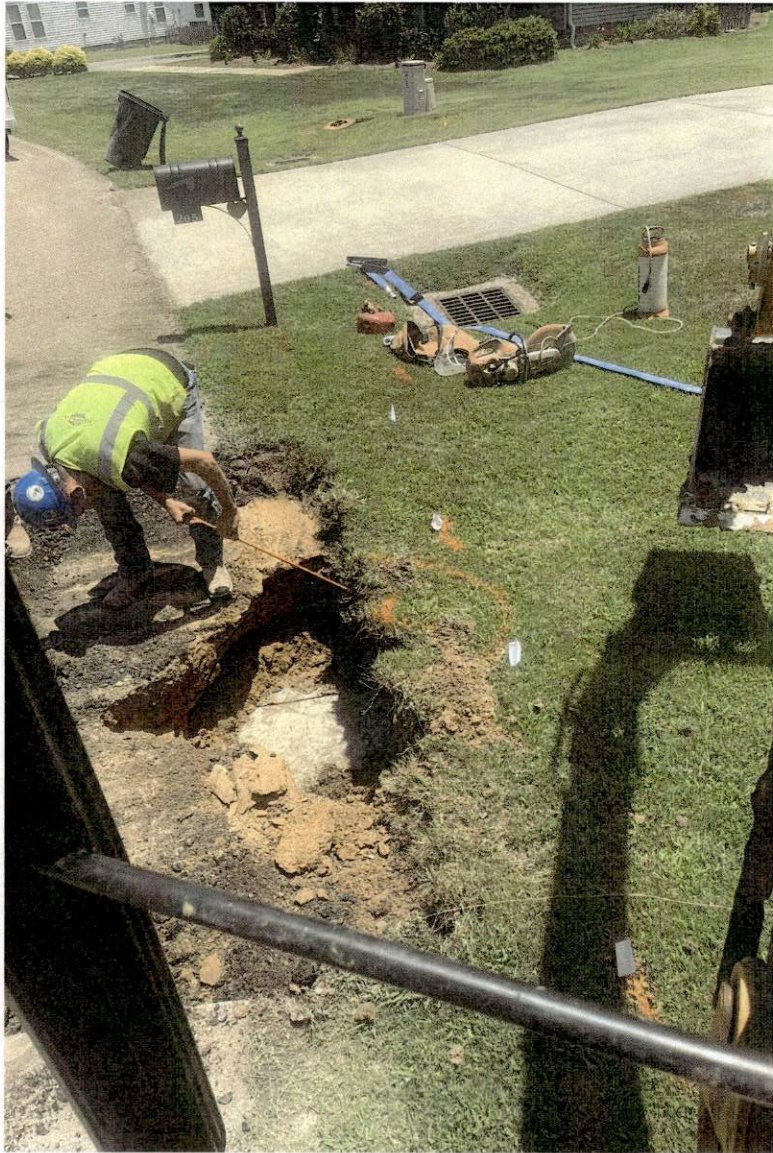
06/25/2024

6/25/24 11:45am - Hollan is calling Bishop's to have line jetted & camera sewer line - LSarver

Employee Cost: \$0.00**Equipment Cost: \$0.00****Material Cost: \$0.00****Inventory Cost: \$0.00****Purchase Order Cost: \$0.00****Total Cost: \$0.00**

Signature:

Date:





JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

7/11/2024

DAY OF WEEK:

THURSDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

HEMPHILL

CONSTRUCTION

COMPANY

FLORENCE, MS SINCE 1983

						010001-	010001-									TOTAL	PENETROMETER
1	KENNETH MCCARDLE	2611	FOREMAN			2.50	8.50									11.00	A.M.
2	JOSEPH WELBORN	1641	Pipelayer			2.50	8.50									11.00	READING
3	BARRET ABRAMS	2930	Trackhoe			2.50	8.50									11.00	SOIL TYPE
4	LADARIUS HENDERSON	3053	Labor			2.50	8.50									11.00	LOCATION
5	ZACHARY MACKE	3102	Labor			2.50	8.50									11.00	
6	CHARLES SHOULDERS	2865	Loader			2.50	8.50									11.00	P.M.
7																-	READING
8																-	SOIL TYPE
9																-	LOCATION
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	

TEMP LABOR		EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-											
1																-
2																-
																-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-	010001-										TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)			1557	Ford F250 Pickup	2.50	8.50										11.00	BEGIN	END	HRS
WEATHER			1057	2-Ton Truck	2.50	8.50										11.00			-
FAIR			12766	Level	2.50	8.50										11.00			-
CLOUDY			13229	Pipe Saw	2.50	8.50										11.00			-
RAIN AMOUNT (IN)			9494	Laser	2.50	8.50										11.00			-
TEMPERATURE			5610	Conex Box	2.50	8.50										11.00			-
TIME WORKED	START	STOP	5215	20' Trailer	2.50	8.50										11.00			-
MORNING			11619	Centrifugal Pump	2.50	8.50										11.00			-
AFTERNOON			11654	Diaphragm Pump	2.50	8.50										11.00			-
NIGHT			13816	Trench Box 8'	2.50	8.50										11.00			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	2.50	8.50										11.00			-
WORK COMPLETED			2397	308 Cat	2.50	-										2.50			-
PHASE	QUANTITY	UNITS	2244	303.5 Cat	-	8.50										8.50			-
1			2408	926 Cat	2.50	8.50										11.00			-
2			8593	Pothole Machine	-	-										-			-
3			13914	Material Box	2.50	8.50										11.00			-
4			2433	Skid Steer	-	-										-			-
5			2377	323 Cat	2.50	-										2.50			-
6			9483	Laser	2.50	8.00										11.00			-
7																-			-
8																-			-
9																-			-
10																-			-
11																-			-
12																-			-
13																-			-
14																-			-
14																-			-
14																-			-
15																-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Started excavating around curb inlet box fixing to try and demo out inlet box top. We got a call for a emergency sewer repair. We had to safe up location and pick up all tools. Installed safety fence around area.

Had to load up traffic control and mini hoe from Terrapin Dr. Went to 205 West Brandon Cour for sewer emergency. Met the Mayor and Tim Martin out there. Had to ride with Tim Martin to go look and camera footage off of computer of sewer main and problem area. Once back we had to saw cut edge of roadway where sewer main ran. Removed asphalt and hauled off with loader. Found sinkhole underneath asphalt about 18" down. Excavated down and installed trench box once I was about 1 foot off of sewer main. Used pothole machine to wash down the rest of way. Found sewer service that had been bored thru by Cspire. The Mayor and Tim Martin came and got pictures of damage. Cleaned off pipe and cut out bad section of pipe. Installed new piece of 6" sewer pipe and used rubber couplings to sleeved back together. Bedded it with sand and started backfilling excavation. Had to make area safe for the night and installed safety fence around area.

☒ THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

☒ ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	11	HR	Foreman	\$95.00	\$1,045.00
2	11	HR	Trackhoe & Operator (308)	\$115.00	\$1,265.00
3	11	HR	Front End Loader & Operator	\$130.00	\$1,430.00
4	11	HR	Pipelayer	\$45.00	\$495.00
5	22	HR	Laborer	\$38.00	\$836.00
6	11	HR	Pickup Truck	\$22.00	\$242.00
7	11	HR	Flatbed Truck	\$19.00	\$209.00
8	11	HR	Small Incidental Tools	\$15.00	\$165.00
9	11	HR	Vacuum Excavator	\$80.00	\$880.00
TOTAL AMOUNT DUE					\$6,567.00

Emergency sewer line repair. Sewer issue was causing backup at home.

GL Code: 400-680-637
Funding: WSOM

EMERGENCY CERTIFICATION RE: MCA SECTION 31-7-13(k) (1972, as amended)

I, Carly Beth Dearman, the Public Works Operations Coordinator
for the City of Brandon, Mississippi, have determined that an emergency exists as described in
the memo attached hereto, with regard to the purchase of the commodities or repair contracts,
identified as follows:

sewer line repair near 32 Timber Ridge Drive

at the location/address identified in the memo attached hereto, so that the delay incident to
giving opportunity for competitive bidding would be detrimental to the interest of the
governing authority, and I hereby approve the bill presented therefore for such emergency
commodities and/or contract services provided, and I do hereby certify that the purchase of
such commodities was made from Hemphill Construction Company (or with
_____ from whom such an emergency repair contract was
made), as reflected in the bill(s)/invoice(s) attached hereto and request payment of the same
accordingly.

So certified, this the 26 day of August, 2024.

Carly Beth Dearman

Carly Beth Dearman

(Print Name)

Public Works Operations Coordinator

(Title)

(Note: At the board meeting next following the emergency purchase or repair contract,
documentation of the purchase or repair contract, including a description of the commodity
purchased, the price thereof and the nature of the emergency shall be presented to the board
and shall be placed on the minutes of the board of such governing authority.)



Work Order #: 53991

Work Order Date: 06/26/24

Work Type:

Status: Complete

Prepared By: Lori Sarver

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Sewer - Backup

Date Requested: 06/26/2024

Name: RITA MELSON

Service Address or Request 32 TIMBER RIDGE DRIVE

Location:

Phone Number: (601) 500-1924

Email Address:

Reported By: Protel / Request #720525676 9:30am

Department: Sewer

Ward:

Nature of Request: SEWER BACK UP ON CITY SIDE. SHE HAD PLUMBER CHECK OUT HER SEWER PROBLEM & HE SAID IT IS BACKING UP ON THE CITY SIDE. HE MARKED IT FOR YOU.

Scheduled Completion

Date:

Date Work Order 07/17/2024

Completed:

Work Order Completed Hemphill Construction Company

By:

Scope of Work Completed: Removed and replace 6lf of 6" sewer pipe underneath road and reconnected tap. During repair a 4" pipe was found inside of the 6" pipe causing flow issues and incorrect connection.

Locate Number If

Necessary:

Additional Information: Hemphill to make repairs

Concrete Repair

Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair

Required/Details:

Invoice & Cost

Information:

Meter Deposit Amount:

Tap Fee Amount:

Status: OPEN

Notes

09/19/2024 Hemphill invoice for emergency repairs will be on the 9/23/2024 agenda for final approval and payment. Carly Beth Dearman

07/11/2024 Request #724579706 7/11/24 8:11am
sewer break in the main line

**7/11/24 8:30am spoke with Jerry Taylor - repairs are on Hemphill's list. He had spoken with customer - LSarver

06/27/2024 6/27/24 9:30am text from JT:
Just ran camera and it's our issue. It's a belly in the line holding sewer 5ft to the main.

*attached pictures

-LSarver

06/26/2024 6/26/24 12pm - per JT - will run camera Thursday, 6/27 morning to see if on City side. LSarver

Employee Cost: \$0.00
Equipment Cost: \$0.00
Material Cost: \$0.00
Inventory Cost: \$0.00
Purchase Order Cost: \$0.00

Uploaded Files

Date	File Name	Uploaded by
06/27/2024	<u>21242817-32 Timber Ridge 2.jpg</u>	
06/27/2024	<u>21242818-32 Timber Ridge 1.jpg</u>	

Total Cost: \$0.00

Signature:

Date:

JOB NO:

H24023-

PROJECT:

Brandon sewer maintenance

DATE:

7/17/2024

DAY OF WEEK:

WEDNESDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

INCORPORATED

FLORENCE, MS SINCE 1983

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-										TOTAL	PENETROMETER
1	DAVID ALLEN	628	FOREMAN			11.00										11.00	A.M.
2	CLIFTON HUBBARD	982	Trackhoe			11.00										11.00	READING
3	D'ERICK FRANKS	2494	Endloader			11.00										11.00	SOIL TYPE
4	INCIARTE WALKER	2279	Pipelayer			11.00										11.00	LOCATION
5	MALCOLM WILLIAMS	2641	Labor			11.00										11.00	
6	ITUREA WALKER	2953	Labor			11.00										11.00	P.M.
7																-	READING
8																-	SOIL TYPE
9																-	LOCATION
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-														
1																	-
2																	-
																	-

DAILY WORK REPORT		EQUIP. #	EQUIP DESCRIPTION	010001-												TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)																	BEGIN	END	HRS
		1579	F250 FOREMAN TK	11.00												11.00			-
WEATHER		1184	2 TON FLATBED	11.00												11.00			-
FAIR		12775	LEVEL	11.00												11.00			-
CLOUDY		13786	PIPE SAW	11.00												11.00			-
RAIN AMOUNT (IN)		5605	CONEX BOX	11.00												11.00			-
TEMPERATURE		13484	Tamp	11.00												11.00			-
TIME WORKED	START	STOP	PU3001	3" pump	11.00											11.00			-
MORNING			9436	Laser beam	11.00											11.00			-
AFTERNOON			5524	Tag trailer	11.00											11.00			-
NIGHT			8593	Pothole machine	11.00											11.00			-
TOTAL HRS FOR DAY			2393	308 trackhoe	11.00											11.00			-
WORK COMPLETED			2412	Loader	11.00											11.00			-
PHASE	QUANTITY	UNITS																	

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REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

32 timber ridge Dr

Remove and replace 6 lf 6" pipe. Saw cut asphalt 6x8

1-6"fern coupling

Found 4" pipe inside pipe restricting flow in the main

Back fill with sand and 610

X

THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

X

ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

DAVID ALLEN

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	20.5	HR	Foreman	\$95.00	\$1,947.50
2	20.5	HR	Trackhoe & Operator (308)	\$115.00	\$2,357.50
3	20.5	HR	Front End Loader & Operator	\$130.00	\$2,665.00
4	20.5	HR	Pipelayer	\$45.00	\$922.50
5	41	HR	Laborer	\$38.00	\$1,558.00
6	20.5	HR	Pickup Truck	\$22.00	\$451.00
7	20.5	HR	Flatbed Truck	\$19.00	\$389.50
8	20.5	HR	Small Incidental Tools	\$15.00	\$307.50
9	10	HR	Vacuum Excavator	\$80.00	\$800.00
TOTAL AMOUNT DUE					\$11,398.50

ER Sewer Line Repair. Sewer line collapsed.

GL Code: 400-680-637

Funding: WSOM

EMERGENCY CERTIFICATION RE: MCA SECTION 31-7-13(k) (1972, as amended)

I, Carly Beth Dearman, the Public Works Operations Coordinator for the City of Brandon, Mississippi, have determined that an emergency exists as described in the memo attached hereto, with regard to the purchase of the commodities or repair contracts, identified as follows:

sewer line repair near 41 Eastgate Drive

at the location/address identified in the memo attached hereto, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority, and I hereby approve the bill presented therefore for such emergency commodities and/or contract services provided, and I do hereby certify that the purchase of such commodities was made from Hemphill Construction Company (or with _____ from whom such an emergency repair contract was made), as reflected in the bill(s)/invoice(s) attached hereto and request payment of the same accordingly.

So certified, this the 26 day of August, 2024.

Carly Beth Dearman

Carly Beth Dearman

(Print Name)

Public Works Operations Coordinator

(Title)

(Note: At the board meeting next following the emergency purchase or repair contract, documentation of the purchase or repair contract, including a description of the commodity purchased, the price thereof and the nature of the emergency shall be presented to the board and shall be placed on the minutes of the board of such governing authority.)



Work Order #: 53649

Work Order Date: 06/06/24

Work Type:

Status: Complete

Prepared By: Sheron Mayers

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Sewer - Sinkhole

Date Requested: 05/21/2024

Name: Hal Creel

Service Address or Request 41 Eastgate Drive

Location:

Phone Number: 601-331-1852

Email Address:

Reported By:

Department: Sewer

Ward:

Nature of Request: Protel Call 5/21/2024 at 12:09pm. Has a hole next to the curb in his yard that is 3-4 feet deep and a half foot wide. Says we should check it out. Dirt he puts in it is going away

Scheduled Completion

Date:

Date Work Order 07/19/2024

Completed:

Work Order Completed By: Hemphill Construction Company

Scope of Work Completed: Repair to sewer line at road. Sewer line collapsed and caused sinkhole.

**Locate Number If
Necessary:**

Additional Information: ***Repairs will be made by Hemphill. Repair is on the list. Carly Beth Dearman

Concrete Repair

Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair

Required/Details:

Invoice & Cost

Information:

Meter Deposit Amount:

Tap Fee Amount:

Status:

Notes

07/15/2024 Per Carly's instructions, I called Mr. Creel this afternoon & related to him that the needed repair at his residence is scheduled to be made at the end of this week or the first part of next week. BC

07/10/2024 Customer came back in today and said there is another sinkhole developing on the corner of East gate Drive and Eastgat Court. and wants to know will someone will be out to repair the it. DWeathers

06/26/2024 Customer came in 6/26/24 @ 2;30pm about the service order that was put in. Customer states someone came out and looked at it but has not been back he also states that the fence that the techs put up to keep people from falling in has blown away and wants someone to come out and repair it. DWeathers

06/20/2024 Customer reported that the fence around the hole in his yard for sewer leak has fallen over.

06/12/2024 Protel Call 6/11/2024 at 3:58pm. Would like to know if someone was going to come back out to fix the hole in front yard. Caller states it was a sewer leak city repair.
6/12/2024 at 9:48am talk with customer it sewer hole.

Employee Cost: \$0.00
Equipment Cost: \$0.00
Material Cost: \$0.00
Inventory Cost: \$0.00
Purchase Order Cost: \$0.00

Total Cost: \$0.00

Signature:

Date:

JOB NO:

H24023-

PROJECT:

Brandon sewer maintenance

DATE:

7/18/2024

DAY OF WEEK:

THURSDAY

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1963

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

					010001-										TOTAL	PENETROMETER		
	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN													
1	DAVID ALLEN	628	FOREMAN			10.50									10.50	A.M.		
2	CLIFTON HUBBARD	982	Trackhoe			10.50									10.50	READING		
3	D'ERICK FRANKS	2494	Endloader			10.50									10.50	SOIL TYPE		
4	INCIARTE WALKER	2279	Pipelayer			10.50									10.50	LOCATION		
5	MALCOLM WILLIAMS	2641	Labor			10.50									10.50			
6	ITUREA WALKER	2953	Labor			10.50									10.50	P.M.		
7															-	READING		
8															-	SOIL TYPE		
9															-	LOCATION		
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13															-			
14															-			
15															-			

TEMP LABOR		EMPLOYER	POTENTIAL HIRE? Y/N	010001-												
1																-
2																-
																-

DAILY WORK REPORT		EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ. ODOMETER READINGS		
																BEGIN	END	HRS
WORK DAY (Y/N)		1579	F250 FOREMAN TK	10.50											10.50			-
WEATHER		1184	2 TON FLATBED	10.50											10.50			-
FAIR		12775	LEVEL	10.50											10.50			-
CLOUDY		13786	PIPE SAW	10.50											10.50			-
RAIN AMOUNT (IN)		5605	CONEX BOX	10.50											10.50			-
TEMPERATURE		13484	Tamp	10.50											10.50			-
TIME WORKED		START	STOP	PU3001	3" pump	10.50									10.50			-
MORNING		9436	Laser beam	10.50											10.50			-
AFTERNOON		5524	Tag trailer	10.50											10.50			-
NIGHT		8593	Pothole machine															
TOTAL HRS FOR DAY		2393	308 trackhoe	10.50											10.50			
WORK COMPLETED		2412	Loader	10.50											10.50			
PHASE		QUANTITY	UNITS															

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15															-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

42 East Gate Dr. haul dirt off

Pot hole sewer service

Check main for leaks

Set up traffic control

Everything checked out good on service and mainline the dirt disturb cause of boring crews

☒ THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

☒ ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

DAVID ALLEN

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon sewer maintenance

DATE:

7/19/2024

DAY OF WEEK:

FRIDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

COMPANY

FLORENCE, MS SINCE 1983

HEMPHILL

TOTAL HOURS / OTHER						010001-									TOTAL	PENETROMETER
NAME	EMP. #	CLASS	ABSENCE	FOREMAN												
1	DAVID ALLEN	628	FOREMAN			10.00									10.00	A.M.
2	CLIFTON HUBBARD	982	Trackhoe			10.00									10.00	READING
3	D'ERICK FRANKS	2494	Endloader			10.00									10.00	SOIL TYPE
4	INCIARTE WALKER	2279	Pipelayer			10.00									10.00	LOCATION
5	MALCOLM WILLIAMS	2641	Labor			10.00									10.00	
6	ITUREA WALKER	2953	Labor			10.00									10.00	P.M.
7															-	READING
8															-	SOIL TYPE
9															-	LOCATION
10															-	
11															-	
12															-	
13															-	
14															-	
15															-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-													
1																-
2																-
																-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-										TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)			1579	F250 FOREMAN TK	10.00										10.00	BEGIN	END	HRS
WEATHER			1184	2 TON FLATBED	10.00										10.00			-
FAIR			12775	LEVEL	10.00										10.00			-
CLOUDY			13786	PIPE SAW	10.00										10.00			-
RAIN AMOUNT (IN)			5605	CONEX BOX	10.00										10.00			-
TEMPERATURE			13484	Tamp	10.00										10.00			-
TIME WORKED	START	STOP	PU3001	3" pump	10.00										10.00			-
MORNING			9436	Laser beam	10.00										10.00			-
AFTERNOON			5524	Tag trailer	10.00										10.00			-
NIGHT			8593	Pothole machine	10.00										10.00			
TOTAL HRS FOR DAY			2393	308 trackhoe	10.00										10.00			
WORK COMPLETED			2412	Loader	10.00										10.00			
PHASE	QUANTITY	UNITS																
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15																		-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

42 East Gate Dr.

Haul in select fill.

Clean up job

Took down traffic

Everything checked out good on service and mainline the dirt disturb cause of boring crews

x

THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

x

ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

DAVID ALLEN

FOREMAN



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: SEPTEMBER 23, 2024
SUBJECT: HEMPHILL CONSTRUCTION COMPANY
JULY 2024 INVOICE APPROVAL

Asking for your consideration to approve the following invoices from Hemphill Construction Company for repairs in the month of July 2024 at the FY24 General Construction Services commodity bid pricing and authorize payment of the same.

1. Parker Cove - \$2,235.00 – invoice #H24023-08-52675
 - Final invoice for storm drain pipe replacement
2. Lanoah Lane - \$10,746.00 – invoice #H24023-08-52819
 - Water leak repair
3. 406 Briars Bend – \$6,567.00 – invoice #H24023-08-53453
 - Water leak investigation
4. 93 Terrapin Drive - \$6,394.00 – invoice #H24023-08-54620
 - Cross drain replacement for 2024 Overlay Project
5. Crossgates Drive - \$12,537.00 – invoice #H24023-08-54261
 - Cross drain replacement for 2024 Overlay Project

All services rendered by Hemphill Construction Company on the attached invoicing are at the FY24 General Construction Services commodity bid pricing. All listed repairs were due to circumstances in which the City of Brandon staff on hand were unable to accomplish in an appropriate timeframe or due to the nature of repairs.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Hemphill Construction Company invoices

GL Code & Funding: 001-201-637 – General Fund (Streets)- \$2,235.00

400-673-637 – WSOM - \$17,313.00

300-610-712 – 2024 Go Bonds - \$18,931.00

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	5	HR	Foreman	\$95.00	\$475.00
2	0	HR	Trackhoe & Operator (308)	\$115.00	\$0.00
3	5	HR	Front End Loader & Operator	\$130.00	\$650.00
4	10	HR	Pipelayer	\$45.00	\$450.00
5	10	HR	Laborer	\$38.00	\$380.00
6	5	HR	Pickup Truck	\$22.00	\$110.00
7	5	HR	Flatbed Truck	\$19.00	\$95.00
8	5	HR	Small Incidental Tools	\$15.00	\$75.00
TOTAL AMOUNT DUE					\$2,235.00

Final invoice for storm drain work performed at location.

GL Code: 001-201-637

Funding: General Fund - Streets



Work Order #: 52675

Work Order Date: 04/24/24

Work Type:

Status: Open

Prepared By: Lori Sarver

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Drainage - Sinkhole

Date Requested: 04/23/2024

Name:

Service Address or Request Between 503 Parker Cove and 504 Parker Cove (in Towne Station Subdivision)

Location:

Phone Number:

Email Address:

Reported By: Carly

Department: Drainage

Ward:

Nature of Request: Sinkhole along storm drain pipe between 503 & 504 Parker Cove. City will removed old pipe and replace with concrete pipe.

Scheduled Completion Date:

Date Work Order Completed:

Work Order Completed By:

Scope of Work Completed:

Locate Number If Necessary:

Additional Information:

Concrete Repair

Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair

Required/Details:

Invoice & Cost Information:

Meter Deposit Amount:

Tap Fee Amount:

Employee Cost: \$0.00

Equipment Cost: \$0.00

Material Cost: \$0.00

Inventory Cost: \$0.00

Purchase Order Cost: \$0.00

Total Cost: \$0.00

JOB NO:

H24023-

PROJECT:

Brandon T & M

DATE:

7/22/2024

DAY OF WEEK:

MONDAY

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1983

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

CHAD PHELPS

REVIEWED:

BK

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	010001-									TOTAL	PENETROMETER
1	WENDELL PITTS	2615	FOREMAN			5.00	6.50									11.50	A.M.
2	ROBERT LADNER	1019	Trackhoe			5.00	6.50									11.50	READING
3	JEFFERY PITTS	2771	Trackhoe			5.00	6.50									11.50	SOIL TYPE
4	MATTHEW GROSS	3341	Pipelayer			5.00	6.50									11.50	LOCATION
5	DILLION WALTERS	2630	LABOR			5.00	6.50									11.50	
6	CARLOS DE LE CRUZ	3342	LABOR			5.00	6.50									11.50	P.M.
7																-	READING
8																-	SOIL TYPE
9																-	LOCATION
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TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-												
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2																-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-	010001-										TOTAL	EQ ODOMETER READINGS		
																	BEGIN	END	HRS
WORK DAY (Y/N)			1570	F250 FOREMAN TRK	5.00	6.50										11.50			
WEATHER			1195	2 TON	5.00	6.50										11.50			-
FAIR			12762	LEVEL	5.00	6.50										11.50			-
CLOUDY			13780	PIPESAW	5.00	6.50										11.50			-
RAIN AMOUNT (IN)			9486	LASER	5.00	6.50										11.50			-
TEMPERATURE			11614	3" Trash Pump	5.00	6.50										11.50			-
TIME WORKED			11652	3" Diaphram Pump	5.00	6.50										11.50			-
MORNING			5614	Conex Box	5.00	6.50										11.50			-
AFTERNOON			2393	CAT 308		6.50										6.50			-
NIGHT			8593	VAC MACHINE	-	6.50										6.50			-
TOTAL HRS FOR DAY			2412	CAT 926M	5.00	6.50										11.50			
WORK COMPLETED																-			
PHASE																-			-
QUANTITY																-			-
UNITS																-			-
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15																-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

BEGIN STATION:

END STATION:

Loaded up hay and hay waddles and Went to co-op and pick up grass seed and fertilizer and carried them to Parker cove. Fixed ruts and grossed and fertilized around storm drain and hated area and put down 2 hay waddles. Picked up vac machine and took it to Lanoah Lane and started looking for water leak. Had to take vac machine to yard because it started raining.

X THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

X ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

WENDELL PITTS

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	18	HR	Foreman	\$95.00	\$1,710.00
2	18	HR	Trackhoe & Operator (308)	\$115.00	\$2,070.00
3	18	HR	Front End Loader & Operator	\$130.00	\$2,340.00
4	18	HR	Pipelayer	\$45.00	\$810.00
5	36	HR	Laborer	\$38.00	\$1,368.00
6	18	HR	Pickup Truck	\$22.00	\$396.00
7	18	HR	Flatbed Truck	\$19.00	\$342.00
8	18	HR	Small Incidental Tools	\$15.00	\$270.00
9	18	HR	Vacuum Excavator	\$80.00	\$1,440.00
TOTAL AMOUNT DUE					\$10,746.00

Water leak repair on service prior to the meter

GL Code: 400-673-637

Funding: WSOM



Work Order #: 52819

Work Order Date: 05/06/24

Work Type:

Status: Complete

Prepared By: Lori Sarver

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Water - Leak

Date Requested: 05/06/2024

Name: Ronny Grantham

Service Address or Request 126 Lanoah Lane

Location:

Phone Number: 601-259-4016

Email Address:

Reported By: Protel / Request #706015642 10:04am

Department: Water

Ward:

Nature of Request: SAID THERE IS LEAKING BY THE FIRE HYDRANT AND HAS WATER
STANDING IN HIS YARD. SMH@ProTel

Scheduled Completion Date:

Date Work Order Completed:

Work Order Completed By: Hephill made repairs on main

Scope of Work Completed:

Locate Number If Necessary:

Additional Information: ***Hemphill to perform work. They have added it to their list for repairs. Carly
Beth Dearman

Concrete Repair

Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair

Required/Details:

Invoice & Cost Information:

Meter Deposit Amount:

Tap Fee Amount:

Notes

06/18/2024

Mayor Lee texted Hollan, Pete, and me on 6/18/2024 at 9:10am stating that he had gotten a report of a leak on Louis Wilson. He had received a text message from someone stating "water main leaking in front of Ronnie Grantham's house on Louis Wilson. Says he's called numerous times over several weeks." Carly Beth Dearman

Employee Cost: \$0.00



JOB NO:

H24023-

PROJECT:

Brandon T & M

DATE:

7/22/2024

DAY OF WEEK:

MONDAY

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

CHAD PHELPS

REVIEWED:

BK

HEMPHILL

CONSTRUCTION COMPANY

FLORENCE, MS SINCE 1993

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	010001-									TOTAL	PENETROMETER
1	WENDELL PITTS	2615	FOREMAN			5.00	6.50									11.50	A.M.
2	ROBERT LADNER	1019	Trackhoe			5.00	6.50									11.50	READING
3	JEFFERY PITTS	2771	Trackhoe			5.00	6.50									11.50	SOIL TYPE
4	MATTHEW GROSS	3341	Pipelayer			5.00	6.50									11.50	LOCATION
5	DILLION WALTERS	2630	LABOR			5.00	6.50									11.50	
6	CARLOS DE LE CRUZ	3342	LABOR			5.00	6.50									11.50	P.M.
7																-	READING
8																-	SOIL TYPE
9																-	LOCATION
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-												
1																-
2																-
																-

DAILY WORK REPORT		EQUIP. #	EQUIP DESCRIPTION	010001-	010001-											TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)																	BEGIN	END	HRS
		1570	F250 FOREMAN TRK	5.00	6.50											11.50			
WEATHER		1195	2 TON	5.00	6.50											11.50			-
FAIR		12762	LEVEL	5.00	6.50											11.50			-
CLOUDY		13780	PIPESAW	5.00	6.50											11.50			-
RAIN AMOUNT (IN)		9486	LASER	5.00	6.50											11.50			-
TEMPERATURE		11614	3" Trash Pump	5.00	6.50											11.50			-
TIME WORKED	START	STOP	11652	3" Diaphram Pump	5.00	6.50										11.50			-
MORNING			5614	Conex Box	5.00	6.50										11.50			-
AFTERNOON			2393	CAT 308		6.50										6.50			-
NIGHT			8593	VAC MACHINE	-	6.50										6.50			-
TOTAL HRS FOR DAY			2412	CAT 926M	5.00	6.50										11.50			
WORK COMPLETED																-			
PHASE	QUANTITY	UNITS														-			-
1																-			-
2																-			-
3																-			-
4																-			-
5																-			-
6																-			-
7																-			-
8																-			-
9																-			-
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11																-			-
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13																-			-
14																-			-
14																-			-
14																-			-
15																-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

BEGIN STATION:

END STATION:

Loaded up hay and hay waddles and Went to co-op and pick up grass seed and fertilizer and carried them to Parker cove. Fixed ruts and grossed and fertilized around storm drain and hated area and put down 2 hay waddles. Picked up vac machine and took it to Lanoah Lane and started looking for water leak. Had to take vac machine to yard because it started raining.

X

THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

X

ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

WENDELL PITTS

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon T & M

DATE:

7/23/2024

DAY OF WEEK:

TUESDAY

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1983

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

CHAD PHELPS

REVIEWED:

BK

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-										TOTAL	PENETROMETER
1	WENDELL PITTS	2615	FOREMAN			11.50										11.50	A.M.
2	ROBERT LADNER	1019	Trackhoe			11.50										11.50	READING
3	JEFFERY PITTS	2771	Trackhoe			11.50										11.50	SOIL TYPE
4	MATTHEW GROSS	3341	Pipelayer			11.50										11.50	LOCATION
5	DILLION WALTERS	2630	LABOR			11.50										11.50	
6	CARLOS DE LE CRUZ	3342	LABOR			11.50										11.50	P.M.
7						-										-	READING
8						-										-	SOIL TYPE
9																-	LOCATION
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-													
1																-
2																-
																-

DAILY WORK REPORT		EQUIP. #	EQUIP DESCRIPTION	010001-												TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)																	BEGIN	END	HRS
		1570	F250 FOREMAN TRK	11.50												11.50			
WEATHER		1195	2 TON	11.50												11.50			-
FAIR		12762	LEVEL	11.50												11.50			-
CLOUDY		13780	PIPESAW	11.50												11.50			-
RAIN AMOUNT (IN)		9486	LASER	11.50												11.50			-
TEMPERATURE		11614	3" Trash Pump	11.50												11.50			-
TIME WORKED	START	STOP	11652	3" Diaphram Pump	11.50											11.50			-
MORNING			5614	Conex Box	11.50											11.50			-
AFTERNOON			2393	CAT 308	11.50											11.50			-
NIGHT			8593	VAC MACHINE	11.50											11.50			-
TOTAL HRS FOR DAY			2412	CAT 926M	11.50											11.50			
WORK COMPLETED																-			
PHASE	QUANTITY	UNITS														-			
1																-			-
2																-			-
3																-			-
4																-			-
5																-			-
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14																-			-
14																-			-
15																-			-
																126.50			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

BEGIN STATION:

END STATION:

Potholed and found utilities on Lanoah Ln. potholed around valve and followed line until we found water leak at a 3/4" service. Dug down and repaired service. Brought dirt from Brandon yard and backfilled hole.

X

THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

X

ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER.

WENDELL PITTS

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	11	HR	Foreman	\$95.00	\$1,045.00
2	11	HR	Trackhoe & Operator (308)	\$115.00	\$1,265.00
3	11	HR	Front End Loader & Operator	\$130.00	\$1,430.00
4	11	HR	Pipelayer	\$45.00	\$495.00
5	22	HR	Laborer	\$38.00	\$836.00
6	11	HR	Pickup Truck	\$22.00	\$242.00
7	11	HR	Flatbed Truck	\$19.00	\$209.00
8	11	HR	Small Incidental Tools	\$15.00	\$165.00
9	11	HR	Vacuum Excavator	\$80.00	\$880.00
TOTAL AMOUNT DUE					\$6,567.00

Water Leak Investigation

GL Code: 400-673-637

Funding: WSOM



Work Order #: 53453

Work Order Date: 05/28/24

Work Type:

Status: Complete

Prepared By: Lori Sarver

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Water - Leak

Date Requested: 05/28/2024

Name: SANTERRIA THOMPSON

Service Address or Request: 406 Briars Bend

Location:

Phone Number: 601-410-0215

Email Address:

Reported By: Protel / Request #712047230 10:55am

Department: Water

Ward:

Nature of Request: STATES THERE IS WATER THAT IS COMING FROM THE GROUND NOT SURE IF THIS IS FROM FIRE HYDRANT IN YARD

Scheduled Completion Date:

Date Work Order Completed: 08/07/2024

Work Order Completed By: Hemphill

Scope of Work Completed:

Locate Number If Necessary:

Additional Information: ***Hemphill will perform repair. They have this repair on their list to perform. Carly Beth Dearman

Concrete Repair

Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair

Required/Details:

Invoice & Cost Information:

Meter Deposit Amount:

Tap Fee Amount:

Employee Cost: \$0.00

Equipment Cost: \$0.00

Material Cost: \$0.00

Inventory Cost: \$0.00

Purchase Order Cost: \$0.00

JOB NO: H24023-PROJECT: Brandon T & M-DATE: 7/24/2024-DAY OF WEEK: WEDNESDAY

ACCIDENTS: YES X NOINCIDENTS: YES X NO

SUPERINTENDENT: CHAD PHELPS

REVIEWED: BK

HEMPHILL

CONSTRUCTION COMPANY

FLORENCE, MS SINCE 1963

					010001-											TOTAL	PENETROMETER
NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN													
1 WENDELL PITTS	2615	FOREMAN			11.00											11.00	A.M.
2 ROBERT LADNER	1019	Trackhoe			11.00											11.00	READING
3 JEFFERY PITTS	2771	Trackhoe			11.00											11.00	SOIL TYPE
4 MATTHEW GROSS	3341	Pipelayer			11.00											11.00	LOCATION
5 DILLION WALTERS	2630	LABOR			11.00											11.00	
6 CARLOS DE LE CRUZ	3342	LABOR			11.00											11.00	P.M.
7					-											-	READING
8					-											-	SOIL TYPE
9																-	LOCATION
10																-	
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12																-	
13																-	
14																-	
15																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-														
1																	-
2																	-
TOTAL HOURS																	-

DAILY WORK REPORT		EQUIP. #	EQUIP DESCRIPTION	010001-												TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)		1570	F250 FOREMAN TRK	11.00												11.00	BEGIN	END	HRS
WEATHER		1195	2 TON	11.00												11.00			-
FAIR		12762	LEVEL	11.00												11.00			-
CLOUDY		13780	PIPESAW	11.00												11.00			-
RAIN AMOUNT (IN)		9486	LASER	11.00												11.00			-
TEMPERATURE		11614	3" Trash Pump	11.00												11.00			-
TIME WORKED	START STOP	11652	3" Diaphram Pump	11.00												11.00			-
MORNING		5614	Conex Box	11.00												11.00			-
AFTERNOON		2393	CAT 308	11.00												11.00			-
NIGHT		2412	CAT 926M	11.00												11.00			-
TOTAL HRS FOR DAY		8593	VAC MACHINE	11.00												11.00			-
WORK COMPLETED																-			-
PHASE	QUANTITY	UNITS														-			-

1																-			-
2																-			-
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14																-			-
15																-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

BEGIN STATION:

END STATION:

Potholed around fire hydrant, gate valve , and tee trying to find water leak at 406 BriarsBend Dr. Also potholed around 3/4" service and didn't find anything. Had to work between rain showers. Filled hole back up with sand up to a foot and a half below top of ground so that we could put dirt in when it is dry enough to get to dry dirt.

X THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

X ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

WENDELL PITTSFOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	6	HR	Superintendent	\$105.00	\$630.00
2	0	HR	Foreman	\$95.00	\$0.00
3	11	HR	Trackhoe & Operator (308)	\$115.00	\$1,265.00
3	11	HR	Trackhoe & Operator (320)	\$140.00	\$1,540.00
4	11	HR	Front End Loader & Operator	\$130.00	\$1,430.00
5	11	HR	Pipelaye	\$45.00	\$495.00
6	11	HR	Laborer	\$38.00	\$418.00
7	11	HR	Pickup Truck	\$22.00	\$242.00
8	11	HR	Flatbed Truck	\$19.00	\$209.00
9	11	HR	Small Incidental Tools	\$15.00	\$165.00
TOTAL AMOUNT DUE					\$6,394.00

Storm Drain Pipe Replacement for 2024 Overlay Project

GL Code: 300-610-712

Funding: 2024 GO Bonds



Work Order #: 54620

Work Order Date: 08/12/24

Work Type:

Status: Complete

Prepared By:

Type of Work Order:

Request Type: Drainage - Storm Drain Pipe

Date Requested: 08/12/2024

Name:

Service Address or Request Location: 93 Terrapin

Phone Number:

Email Address:

Reported By:

Department:

Ward:

Nature of Request:

Scheduled Completion Date: 08/01/2024

Date Work Order Completed: 08/01/2024

Work Order Completed By: Hemphill

Scope of Work Completed:

Locate Number If Necessary:

Additional Information:

Concrete Repair Required/Details:

Sod/Yard Restoration Required/Details:

Asphalt Repair Required/Details:

Invoice & Cost Information:

Meter Deposit Amount:

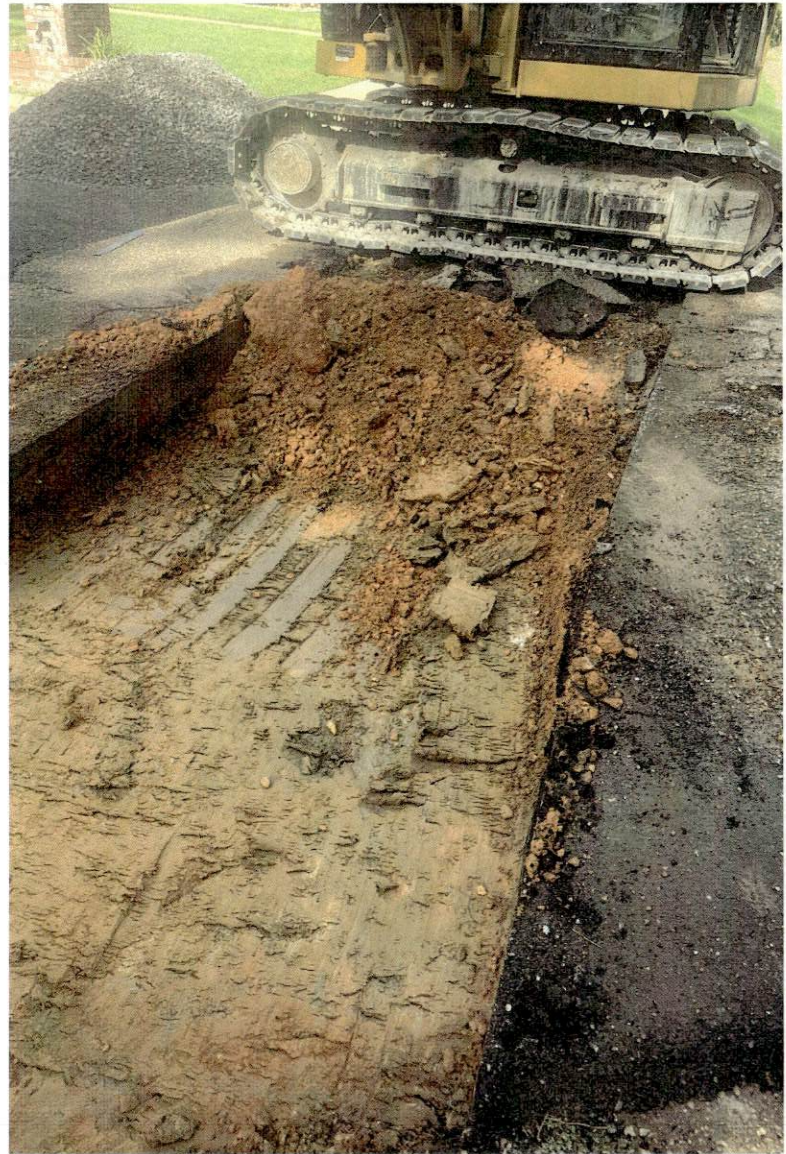
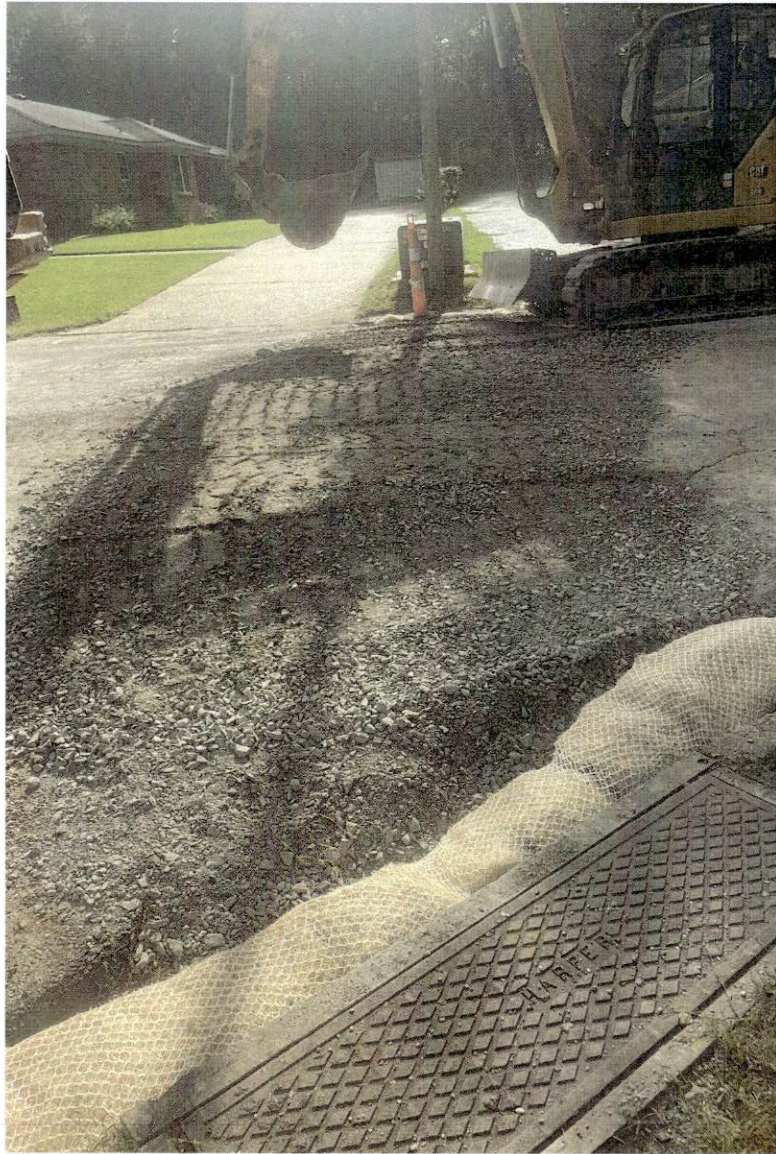
Tap Fee Amount:

Employee Cost: \$0.00
Equipment Cost: \$0.00
Material Cost: \$0.00
Inventory Cost: \$0.00
Purchase Order Cost: \$0.00

Total Cost: \$0.00

Signature:

Date:





JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

8/1/2024

DAY OF WEEK:

THURSDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1983

					010001-										TOTAL	PENETROMETER
	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN											
1	KENNETH MCCARDLE	2611	FOREMAN			11.00									11.00	A.M.
2	JOSEPH WELBORN	1641	Pipelayer			11.00									11.00	READING
3	BARRET ABRAMS	2930	Trackhoe			11.00									11.00	SOIL TYPE
4	ZACHARY MACKE	3102	Labor			11.00									11.00	LOCATION
5	CHARLES SHOULDERS	2865	Loader			11.00									11.00	
6															-	P.M.
7															-	READING
8															-	SOIL TYPE
9															-	LOCATION
10															-	
11															-	
12															-	
13															-	
14															-	
15															-	

TEMP LABOR		EMPLOYER	POTENTIAL HIRE? Y/N	010001-												
1																-
2																-
																-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-										TOTAL	BEGIN	END	HRS
WORK DAY (Y/N)			1582	Ford F250 Pickup	11.00	-									11.00			-
WEATHER			1057	2-Ton Truck	11.00	-									11.00			-
FAIR			12766	Level	11.00	-									11.00			-
CLOUDY			13229	Pipe Saw	11.00	-									11.00			-
RAIN AMOUNT (IN)			9494	Laser	11.00	-									11.00			-
TEMPERATURE			5610	Conex Box	11.00	-									11.00			-
TIME WORKED	START	STOP	5215	20' Trailer	11.00	-									11.00			-
MORNING			11619	Centrifugal Pump	11.00	-									11.00			-
AFTERNOON			11654	Diaphragm Pump	11.00	-									11.00			-
NIGHT			13816	Trench Box 8'	11.00	-									11.00			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	11.00	-									11.00			-
WORK COMPLETED			2397	308 Cat	11.00	-									11.00			-
PHASE	QUANTITY	UNITS	2244	303.5 Cat	-	-									-			-
1			2408	926 Cat	11.00	-									11.00			-
2			8593	Pothole Machine	-	-									-			-
3			13910	Material Box	11.00	-									11.00			-
4			2433	Skid Steer	-	-									-			-
5			2377	323 Cat	11.00	-									11.00			-
6			9483	Laser	11.00	-									11.00			-
7															-			-
8															-			-
9															-			-
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11															-			-
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14															-			-
14															-			-
15															-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Went to 93 Terrapin Dr to get with guy to start sawcutting across roadway for storm drain. Used trailer to haul 29x18 arch pipe for Brandon yard to jobsite. Started excavating out and loading in dump truck. Removed old trash metal pipe and busted out brick wall in first curb inlet. Installed 2 joints out of box. Started bricking up and grouting up wall around pipe in first inlet.

☒ THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

☒ ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER.

KENNETH MCCARDLE

FOREMAN

Work Order 54261 - Crossgate Drive

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	21	HR	Foreman	\$95.00	\$1,995.00
2	21	HR	Trackhoe & Operator (308)	\$115.00	\$2,415.00
3	21	HR	Front End Loader & Operator	\$130.00	\$2,730.00
4	21	HR	Pipelayer	\$45.00	\$945.00
5	42	HR	Laborer	\$38.00	\$1,596.00
6	21	HR	Pickup Truck	\$22.00	\$462.00
7	21	HR	Flatbed Truck	\$19.00	\$399.00
8	21	HR	Small Incidental Tools	\$15.00	\$315.00
9	21	HR	Vacuum Excavator	\$80.00	\$1,680.00
TOTAL AMOUNT DUE					\$12,537.00

Cross drain replacement for 2024 Overlay Project

GL Code: 300-610-712

Funding: 2024 Go Bonds



Work Order #: 54261

Work Order Date: 07/15/24

Work Type:

Status: Open

Prepared By: Carly Dearman

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Drainage - Storm Drain Pipe

Date Requested: 07/15/2024

Name: Carly Beth Dearman

Service Address or Request Location: Crossgates Drive (between Crossgates Blvd and Long Branch Drive)

Phone Number:

Email Address:

Reported By:

Department: Drainage

Ward:

Nature of Request: replace cross drain prior to overlay of Crossgates Drive

Scheduled Completion Date:

Date Work Order Completed:

Work Order Completed By:

Scope of Work Completed:

Locate Number If Necessary:

Additional Information: Hemphill is performing the work. See notes. Carly Beth Dearman

Concrete Repair Required/Details:

Sod/Yard Restoration Required/Details:

Asphalt Repair Required/Details:

Invoice & Cost Information:

Meter Deposit Amount:

Tap Fee Amount:

Notes

07/15/2024 Hemphill is performing work. Work is beginning 7/15/2024.

Road closure will occur 7/15/2024 beginning 10:00am until 7/16/2024 5:00pm. I sent an email. See attached.

I also called Crossgates United Methodist Church on 7/15/2024 at 9:00am and spoke with Sherry. I let her know about the closure and told her to contact us if there were any issues or concerns. Carly Beth Dearman

Employee Cost: \$0.00

Equipment Cost: \$0.00

Material Cost: \$0.00

JOB NO:

H24023-

PROJECT:

Brandon sewer maintenance

DATE:

7/15/2024

DAY OF WEEK:

MONDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

HEMPHILL

CONSTRUCTION COMPANY

FLORENCE, MS SINCE 1983

						010001-										TOTAL	PENETROMETER
	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN												
1	DAVID ALLEN	628	FOREMAN			11.00										11.00	A.M.
2	CLIFTON HUBBARD	982	Trackhoe			11.00										11.00	READING
3	D'ERICK FRANKS	2494	Endloader			11.00										11.00	SOIL TYPE
4	INCIARTE WALKER	2279	Pipelayer			11.00										11.00	LOCATION
5	MALCOLM WILLIAMS	2641	Labor			11.00										11.00	
6	ITUREA WALKER	2953	Labor			11.00										11.00	P.M.
7																-	READING
8																-	SOIL TYPE
9																-	LOCATION
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-														
1																	-
2																	-
TOTAL HOURS																	-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ. ODOMETER READINGS		
																	BEGIN	END	HRS
WORK DAY (Y/N)			1579	F250 FOREMAN TK	11.00											11.00			-
WEATHER			1184	2 TON FLATBED	11.00											11.00			-
FAIR			12775	LEVEL	11.00											11.00			-
CLOUDY			13786	PIPE SAW	11.00											11.00			-
RAIN AMOUNT (IN)			5605	CONEX BOX	11.00											11.00			-
TEMPERATURE			13484	Tamp	11.00											11.00			-
TIME WORKED			START	STOP	PU3001	3" pump	11.00									11.00			-
MORNING			9436	Laser beam	11.00											11.00			-
AFTERNOON			5524	Tag trailer	11.00											11.00			-
NIGHT			8593	Pothole machine	11.00											11.00			-
TOTAL HRS FOR DAY			2393	308 trackhoe	11.00											11.00			-
WORK COMPLETED			2412	Loader	11.00											11.00			-
PHASE			QUANTITY	UNITS															

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14																			
14																			
15																			

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Cross gate dr. Laid 16H 23x36 pipe

Set up traffic control

Remove asphalt

Remove pipe out of inlet boxes

THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

DAVID ALLEN

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon sewer maintenance

DATE:

7/16/2024

DAY OF WEEK:

TUESDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

HEMPHILL

FLORENCE, MS SINCE 1982

CONSTRUCTION

COMPANY

TOTAL HOURS / OTHER FOREMAN						010001-									TOTAL	PENETROMETER
NAME	EMP. #	CLASS	ABSENCE													
1 DAVID ALLEN	628	FOREMAN				11.00								11.00	A.M.	
2 CLIFTON HUBBARD	982	Trackhoe				11.00								11.00	READING	
3 D'ERICK FRANKS	2494	Endloader				11.00								11.00	SOIL TYPE	
4 INCIARTE WALKER	2279	Pipelayer				11.00								11.00	LOCATION	
5 MALCOLM WILLIAMS	2641	Labor				11.00								11.00		
6 ITUREA WALKER	2953	Labor				11.00								11.00	P.M.	
7														-	READING	
8														-	SOIL TYPE	
9														-	LOCATION	
10														-		
11														-		
12														-		
13														-		
14														-		
15														-		

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-													
1																
2																

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-									TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)			1579	F250 FOREMAN TK	11.00									11.00	BEGIN	END	HRS
WEATHER			1184	2 TON FLATBED	11.00									11.00			-
FAIR			12775	LEVEL	11.00									11.00			-
CLOUDY			13786	PIPE SAW	11.00									11.00			-
RAIN AMOUNT (IN)			5605	CONEX BOX	11.00									11.00			-
TEMPERATURE			13484	Tamp	11.00									11.00			-
TIME WORKED	START	STOP	PU3001	3" pump	11.00									11.00			-
MORNING			9436	Laser beam	11.00									11.00			-
AFTERNOON			5524	Tag trailer	11.00									11.00			-
NIGHT			8593	Pothole machine	11.00									11.00			-
TOTAL HRS FOR DAY			2393	308 trackhoe	11.00									11.00			-
WORK COMPLETED			2412	Loader	11.00									11.00			-
PHASE	QUANTITY	UNITS															

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14																	
14																	
14																	
15																	

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Cross gate dr. Laid 16H 23x36 pipe. Total 32 lf

Plaster inlet boxes back up. Took down traffic control

Backfill with sand and 610

Clean road and work area

THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

DAVID ALLEN

FOREMAN



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: SEPTEMBER 23, 2024
SUBJECT: MORROW ORR DRAINAGE IMPROVEMENTS PROJECT
QUOTE APPROVAL

Asking for your consideration to award the quote in the amount of \$44,776.00 for the Morrow Orr Drainage Improvements Project to Sullivan Construction Services as the best and lowest quote received.

Three additional quotes were received for this project:

1. Thornton Construction Services - \$64,554.00
2. Duraco Construction, Inc. - \$69,427.00
3. Southern Rock, LLC - \$95,870.00

The Morrow Orr Drainage Improvements Project will allow for the inlets and curbs near the intersection of Morrow Street and Orr Drive to be reconstructed in order to allow proper drainage through this area.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Benchmark Engineering Recommendation Letter

GL Code: 314-600-702

Funding: House Bill 1353

September 16, 2024

Mrs. Carly Dearman
Public Works Operations Coordinator
City of Brandon
1000 Municipal Dr.
Brandon, MS 39042

RE: City of Brandon
Drainage Improvements @ Morrow St. & Orr Dr. Intersection
Benchmark # B-10799
Quote Results

Dear Mrs. Dearman:

The City of Brandon received four (4) quotes for the above referenced project on September 13th, 2024 at 5:00 pm. The four (4) quotes were as follows:

- | | |
|----------------------------------|-------------|
| • Thornton Construction Co. Inc. | \$64,554.00 |
| • Sullivan Construction Services | \$44,776.00 |
| • Duraco Construction, Inc. | \$69,427.00 |
| • Southern Rock, LLC. | \$95,870.00 |

The apparent low quote for the project was submitted by Sullivan Construction Services in the amount of \$44,776.00.

After reviewing and evaluating the quotes and proposal packets, we have found no irregularities within the low quote that should be of concern. After this review, it is our recommendation to award the project to Sullivan Construction Services for a total quote amount of \$44,776.00.

We can begin preparing these contract documents for execution by the City of Brandon and the Contractor once this award is made. Should you have any questions or need additional information, please do not hesitate to contact our office at 601-627-7780.

Sincerely,



Nicholas Alexander, P.E.
Benchmark Engineering & Surveying, LLC

cc: Matthew Miller, P.E., P.L.S., Benchmark
File: B-10799



QUOTE TABULATION

PROJECT DRAINAGE IMPROVEMENTS @ MORROW ST. & ORR DR. INTERSECTION
DATE: 9/16/2024

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Thornton Construction Co., Inc.		Sullivan Construction Services		Duraco Construction, Inc.		Southern Rock, LLC.	
				UNIT PRICE	SUB-TOTAL	UNIT PRICE	SUB-TOTAL	UNIT PRICE	SUB-TOTAL	UNIT PRICE	SUB-TOTAL
1	MOBILIZATION	1	LS	\$ 12,950.00	\$ 12,950.00	\$ 3,000.00	\$ 3,000.00	\$ 12,800.00	\$ 12,800.00	\$ 25,000.00	\$ 25,000.00
2	REMOVAL AND REPLACEMENT OF CURB INLET TOP W/ DBL. GRATE	1	EA	\$ 12,260.00	\$ 12,260.00	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 15,000.00	\$ 15,000.00
3	REMOVAL OF EXISTING ASPHALT (SAWCUT, CURB & GUTTER ABSOR	29	SY	\$ 115.00	\$ 3,335.00	\$ 125.00	\$ 3,625.00	\$ 250.00	\$ 7,250.00	\$ 150.00	\$ 4,350.00
4	REMOVAL OF CONCRETE DRIVEWAY	4	SY	\$ 235.00	\$ 940.00	\$ 500.00	\$ 2,000.00	\$ 290.00	\$ 1,160.00	\$ 750.00	\$ 3,000.00
5	REMOVAL OF GRATE INLET	2	EA	\$ 585.00	\$ 1,170.00	\$ 1,250.00	\$ 2,500.00	\$ 1,200.00	\$ 2,400.00	\$ 2,500.00	\$ 5,000.00
6	REMOVAL AND PLACEMENT PIPE (15" TO 24")	29	LF	\$ 165.00	\$ 4,785.00	\$ 220.00	\$ 6,380.00	\$ 150.00	\$ 4,350.00	\$ 300.00	\$ 8,700.00
7	GRATE INLET	1	EA	\$ 5,875.00	\$ 5,875.00	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00	\$ 8,500.00	\$ 8,500.00
8	6" CONCRETE V-DITCH (6' WIDE)	51	SY	\$ 185.00	\$ 9,435.00	\$ 96.00	\$ 4,896.00	\$ 240.00	\$ 12,240.00	\$ 200.00	\$ 10,200.00
9	REINFORCED CONCRETE DRIVEWAY	9	SY	\$ 677.00	\$ 6,093.00	\$ 275.00	\$ 2,475.00	\$ 800.00	\$ 7,200.00	\$ 725.00	\$ 6,525.00
10	CURB & GUTTER (TO MATCH EXISTING CURB & GUTTER)	71	LF	\$ 68.00	\$ 4,828.00	\$ 40.00	\$ 2,840.00	\$ 120.00	\$ 8,520.00	\$ 95.00	\$ 6,745.00
11	#610 CRUSHED STONE (IN TRENCH REPAIR)	5	CY	\$ 405.00	\$ 2,025.00	\$ 600.00	\$ 3,000.00	\$ 100.00	\$ 500.00	\$ 375.00	\$ 1,875.00
12	SOLID SOD	39	SY	\$ 22.00	\$ 858.00	\$ 40.00	\$ 1,560.00	\$ 13.00	\$ 507.00	\$ 25.00	\$ 975.00
TOTAL QUOTE					\$ 64,554.00		\$ 44,776.00		\$ 69,427.00		\$ 95,870.00
SUBMITTED QUOTE					\$ 64,554.00		\$ 44,776.00		\$ 69,427.00		\$ 95,870.00
DIFFERENCE					\$ -		\$ -		\$ -		\$ -

QUOTE RESULTS HAVE BEEN TABULATED ABOVE AND THE RESULTS ARE
ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNED: 
PRINT: Nicholas Alexander P.E.
DATE: 9/16/2024

**REQUEST FOR QUOTE
PROPOSAL FORM**

DRAINAGE IMPROVEMENTS @ MORROW STREET & ORR DRIVE INTERSECTION

Proposal from Thornton Construction Co., Inc. (hereinafter called
"BIDDER") located at 115 Bragg St., Brandon, MS 39047 (address)
organized and existing under the laws of the State of MS doing
business as a Corporation (insert "a Corporation", "a Partnership",
"a Limited Liability Company", or "an individual" as applicable).

To: The City of Brandon
1000 Municipal Drive
Brandon, Mississippi 39042

1. The following proposal is made on behalf of the undersigned bidder and no others. Evidence of our authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm, or corporation.
2. We, the undersigned bidder certify that we have carefully examined the Specifications, Special Provisions, and other proposed Contract Documents and any and all addenda thereto.
3. The BIDDER understands that the OWNER reserves the right to reject any or all Proposals, waive informalities in the Proposal process and investigate the BIDDER's ability to carry out the work.
4. The BIDDER agrees that this BID shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving BIDS.
5. We further certify that we have visited and carefully examined the site of the proposed work and have inspected the location and condition of all public utilities and existing structures or other facilities on site or adjacent thereto which may be affected by the proposed construction, and fully understand all conditions relative to construction difficulties, hazards, labor, transportation, and all other factors affecting the prosecution of the work covered by this proposal.
6. We understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decrease quantities of work at the unit prices bid. Additionally, we understand that certain bid items shown in the proposal may be taken out of the project scope by Engineer or Owner at any time prior to installation and, in such case, the BIDDER understands that the sub-total for such items shall be subtracted from the total bid, contract price.
7. All unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, taxes, etc. to cover the finished work of the several kinds called for.
8. In accordance with the requirements of the Plans, Specifications, and Contract Documents,

the CONTRACTOR proposes to furnish all necessary materials, equipment, labor, tools, and other means of construction and will do the work called for in and by the Contract Documents within the specified contract time for the following unit prices.

1

PROPOSAL FORM					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	ITEM TOTAL DOLLARS
1	MOBILIZATION	1	LS	12,950.00	12,950.00
2	REMOVAL AND REPLACEMENT OF CURB INLET TOP W/ DBL. GRATE	1	EA	12,260.00	12,260.00
3	REMOVAL OF EXISTING ASPHALT (SAWCUT, CURB & GUTTER ABSORBED)	29	SY	115.00	3,335.00
4	REMOVAL OF CONCRETE DRIVEWAY	4	SY	235.00	940.00
5	REMOVAL OF GRATE INLET	2	EA	585.00	1,170.00
6	REMOVAL AND REPLACEMENT PIPE (15" TO 24")	29	LF	165.00	4,785.00
7	GRATE INLET	1	EA	5,875.00	5,875.00
8	6" CONCRETE V-DITCH (6' WIDE)	51	SY	185.00	9,435.00
9	REINFORCED CONCRETE DRIVEWAY	9	SY	677.00	6,093.00
10	CURB & GUTTER (TO MATCH EXISTING CURB & GUTTER)	71	LF	68.00	4,828.00
11	#610 CRUSHED STONE (IN TRENCH REPAIR)	5	CY	405.00	2,025.00
12	SOLID SOD	39	SY	22.00	858.00
TOTAL BASE BID					64,554.00

TOTAL BASE BID:

Sixty-Four Thousand Five Hundred Fifty-Four and 00/100

(IN WORDS)

(NOTE: Final amount is to be shown in **both** words and **figures**. In case of discrepancy, the amount shown in **words** will govern.)

Upon written receipt of the purchase order or written notice of award from the OWNER, the BIDDER hereby agrees to commence work within **14 days** and to fully complete the Project within **THIRTY (30)** consecutive calendar days thereafter. Prospective CONTRACTOR further agrees to pay as liquidated damages the sum of FIVE HUNDRED DOLLARS (\$500) for each consecutive calendar day thereafter.

Addenda # _____ Date _____
Addenda # _____ Date _____

Addenda # _____ Date _____
Addenda # _____ Date _____

Communications with the Bidder concerning this Bid shall be addressed to:

Matt Thornton
115 Bragg St., Brandon, MS 39047
matt@thorntonms.com
601-331-6147

Respectfully submitted,

Thornton Construction Co., Inc.
(Contractor or Authorized Representative of Contractor)

BY: 
115 Bragg St., Brandon, MS 39047
(Business Address)

(SEAL – If Bid is by a Corporation)

Certificate of Responsibility 11156-MC

The following must be completed to indicate whether the bidder is an Individual, a Partnership, a Limited Liability Company, a Corporation or a joint venture.

Bidder is:

An Individual

By: _____
(Individual's Signature)

Print Name: _____

Doing business as: _____

Business address: _____

Telephone No.: _____

A Partnership

By: _____
(Firm Name)

(Authorized Representative's Signature)

(Printed Name and Title)

Business address: _____

Telephone No.: _____

A Limited Liability Company (LLC)

By: _____
(Limited Liability Company Name)

(State of Formation)

By: _____
(Authorized Representative's Signature)

(Printed Name)

(Title)

Business address: _____

Telephone No.: _____

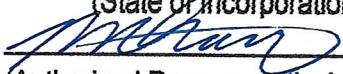
A Corporation

By: Thornton Construction Co., Inc. (SEAL)

(Corporation Name)

MS

(State of Incorporation)

By: 

(Authorized Representative's Signature)

Matt Thornton

(Printed Name)

Vice President

(Title)

(Corporate Seal)

Attest 

(Secretary's Signature)

Jan Thornton

(Printed Name)

Business address: 115 Bragg St., Brandon, MS 39047

Telephone No.: 601-825-8886

A Joint Venture

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

THORNTON CONSTRUCTION CO., INC.
115 BRAGG STREET
BRANDON, MS 39042

is duly registered and entitled to perform

- 1) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- 2) HWY. & ST. DRAINAGE, EXCAVATION, GRADING
- 3) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 12 day of Feb., 2024

CERTIFICATE OF RESPONSIBILITY

No. 11156-MC

Expires Feb. 12, 2025

Joel A. Canale

CHAIRMAN OF THE BOARD

REQUEST FOR QUOTE PROPOSAL FORM

DRAINAGE IMPROVEMENTS @ MORROW STREET & ORR DRIVE INTERSECTION

Proposal from Sullivan Construction Services (hereinafter called "BIDDER") located at 509 Pemberton Dr., Pearl, MS 39208 (address) organized and existing under the laws of the State of Mississippi doing business as a _____ (insert "a Corporation", "a Partnership", "a Limited Liability Company", or "an individual" as applicable).

To: The City of Brandon
1000 Municipal Drive
Brandon, Mississippi 39042

1. The following proposal is made on behalf of the undersigned bidder and no others. Evidence of our authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm, or corporation.
2. We, the undersigned bidder certify that we have carefully examined the Specifications, Special Provisions, and other proposed Contract Documents and any and all addenda thereto.
3. The BIDDER understands that the OWNER reserves the right to reject any or all Proposals, waive informalities in the Proposal process and investigate the BIDDER's ability to carry out the work.
4. The BIDDER agrees that this BID shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving BIDS.
5. We further certify that we have visited and carefully examined the site of the proposed work and have inspected the location and condition of all public utilities and existing structures or other facilities on site or adjacent thereto which may be affected by the proposed construction, and fully understand all conditions relative to construction difficulties, hazards, labor, transportation, and all other factors affecting the prosecution of the work covered by this proposal.
6. We understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decrease quantities of work at the unit prices bid. Additionally, we understand that certain bid items shown in the proposal may be taken out of the project scope by Engineer or Owner at any time prior to installation and, in such case, the BIDDER understands that the sub-total for such items shall be subtracted from the total bid, contract price.
7. All unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, taxes, etc. to cover the finished work of the several kinds called for.
8. In accordance with the requirements of the Plans, Specifications, and Contract Documents,

the CONTRACTOR proposes to furnish all necessary materials, equipment, labor, tools, and other means of construction and will do the work called for in and by the Contract Documents within the specified contract time for the following unit prices.

PROPOSAL FORM					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	ITEM TOTAL DOLLARS
1	MOBILIZATION	1	LS	\$ 3000.00	\$ 3000.00
2	REMOVAL AND REPLACEMENT OF CURB INLET TOP W/ DBL. GRATE	1	EA	\$ 10,000.00	\$ 10,000.00
3	REMOVAL OF EXISTING ASPHALT (SAWCUT, CURB & GUTTER ABSORBED)	29	SY	\$ 125.00	\$ 3625.00
4	REMOVAL OF CONCRETE DRIVEWAY	4	SY	\$ 500.00	\$ 2000.00
5	REMOVAL OF GRATE INLET	2	EA	\$ 1250.00	\$ 2500.00
6	REMOVAL AND REPLACEMENT PIPE (15" TO 24")	29	LF	\$ 220.00	\$ 6380.00
7	GRATE INLET	1	EA	\$ 2500.00	\$ 2500.00
8	6" CONCRETE V-DITCH (6' WIDE)	51	SY	\$ 96	\$ 4896.00
9	REINFORCED CONCRETE DRIVEWAY	9	SY	\$ 275	\$ 2475.00
10	CURB & GUTTER (TO MATCH EXISTING CURB & GUTTER)	71	LF	\$ 40	\$ 2840.00
11	#610 CRUSHED STONE (IN TRENCH REPAIR)	5	CY	\$ 600	\$ 3000.00
12	SOLID SOD	39	SY	\$ 40	\$ 1560.00
TOTAL BASE BID					\$ 44,776.00

TOTAL BASE BID:

Forty Four Thousand Seven Hundred seventy six dollars
(IN WORDS)

NOTE: Final amount is to be shown in **both** words and **figures**. In case of discrepancy, the amount shown in **words** will govern.)

Upon written receipt of the purchase order or written notice of award from the OWNER, the BIDDER hereby agrees to commence work within **14 days** and to fully complete the Project within **THIRTY (30)** consecutive calendar days thereafter. Prospective CONTRACTOR further agrees to pay as liquidated damages the sum of FIVE HUNDRED DOLLARS (\$500) for each consecutive calendar day thereafter.

SULLIVAN Construction James Sullivan

enchmark Engineering & Surveying, LLC

ENCHMARK-DC1 F PROJECTS B-10799 SPECIFICATIONS WORK SPECS 00400 PROPOSAL FORM - RFQ.DOC

Section 00400
Page 2 of 6

BIDDER acknowledges receipt of the following Addenda:

Addenda # _____ Date _____ Addenda # _____ Date _____
Addenda # _____ Date _____ Addenda # _____ Date _____

Communications with the Bidder concerning this Bid shall be addressed to:

Addenda # _____ Date _____
Addenda # _____ Date _____

Addenda # _____ Date _____
Addenda # _____ Date _____

Communications with the Bidder concerning this Bid shall be addressed to:

SULLIVAN CONSTRUCTION SERVICES
509 REMBERTON DR.
PEARL, MS.
39208

Respectfully submitted,

James Sullivan SULLIVAN CONSTRUCTION SERVICES
(Contractor or Authorized Representative of Contractor)

BY:

509 REMBERTON DR. PEARL, MS. 39208
(Business Address)

(SEAL – if Bid is by a Corporation)

Certificate of Responsibility _____

The following must be completed to indicate whether the bidder is an Individual, a Partnersh
Limited Liability Company, a Corporation or a joint venture.

Bidder is:

An Individual

By: _____
(Individual's Signature)

Print Name: _____

Doing business as: _____

Business address: _____

Telephone No.: _____

A Partnership

By: _____

By: SULLIVAN CONSTRUCTION SERVICES
(Firm Name)

James Sullivan
(Authorized Representative's Signature)

JAMES SULLIVAN
(Printed Name and Title)

Business address: 509 Pemberton Dr. Pearl, MS. 39208

Telephone No.: 601-954-7922

A Limited Liability Company (LLC)

By: SULLIVAN CONSTRUCTION SERVICES
(Limited Liability Company Name)

Mississippi
(State of Formation)

By: James Sullivan
(Authorized Representative's Signature)

JAMES SULLIVAN
(Printed Name)

PRESIDENT + OWNER
(Title)

Business address: 509 Pemberton Dr. Pearl, MS. 39208

Telephone No.: 601-954-7922

A Corporation

SULLIVAN CONSTRUCTION SERVICES (SEAL)

(Corporation Name)

MISSISSIPPI

(State of Incorporation)

James Sullivan

(Authorized Representative's Signature)

JAMES SULLIVAN

(Printed Name)

PRESIDENT + OWNER

(Title)

(Corporate Seal)

Attest

James Sullivan

(Secretary's Signature)

JAMES SULLIVAN

(Printed Name)

Business address: 509 PEMBERTON DR PEARL, MS. 39208

Telephone No.: 601-954-7922

A Joint Venture

By: _____
(Member's Name and Signature)

(Address)

By: _____
(Member's Name and Signature)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

--END OF SECTION 00400--

**REQUEST FOR QUOTE
PROPOSAL FORM**

DRAINAGE IMPROVEMENTS @ MORROW STREET & ORR DRIVE INTERSECTION

Proposal from Doraco Construction, Inc. (hereinafter called
"BIDDER") located at P.O. Box 711 Brandon MS 39042 (address)
organized and existing under the laws of the State of MS doing
business as a Corporation (insert "a Corporation" "a Partnership",
"a Limited Liability Company", or "an individual" as applicable).

To: The City of Brandon
1000 Municipal Drive
Brandon, Mississippi 39042

1. The following proposal is made on behalf of the undersigned bidder and no others. Evidence of our authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm, or corporation.
2. We, the undersigned bidder certify that we have carefully examined the Specifications, Special Provisions, and other proposed Contract Documents and any and all addenda thereto.
3. The BIDDER understands that the OWNER reserves the right to reject any or all Proposals, waive informalities in the Proposal process and investigate the BIDDER's ability to carry out the work.
4. The BIDDER agrees that this BID shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving BIDS.
5. We further certify that we have visited and carefully examined the site of the proposed work and have inspected the location and condition of all public utilities and existing structures or other facilities on site or adjacent thereto which may be affected by the proposed construction, and fully understand all conditions relative to construction difficulties, hazards, labor, transportation, and all other factors affecting the prosecution of the work covered by this proposal.
6. We understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decrease quantities of work at the unit prices bid. Additionally, we understand that certain bid items shown in the proposal may be taken out of the project scope by Engineer or Owner at any time prior to installation and, in such case, the BIDDER understands that the sub-total for such items shall be subtracted from the total bid, contract price.
7. All unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, taxes, etc. to cover the finished work of the several kinds called for.
8. In accordance with the requirements of the Plans, Specifications, and Contract Documents,

the CONTRACTOR proposes to furnish all necessary materials, equipment, labor, tools, and other means of construction and will do the work called for in and by the Contract Documents within the specified contract time for the following unit prices.

PROPOSAL FORM

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	ITEM TOTAL DOLLARS
1	MOBILIZATION	1	LS	12,800 ⁻	12,800 ⁻
2	REMOVAL AND REPLACEMENT OF CURB INLET TOP W/ DBL. GRATE	1	EA	7,000 ⁻	7,000 ⁻
3	REMOVAL OF EXISTING ASPHALT (SAWCUT, CURB & GUTTER ABSORBED)	29	SY	250 ⁻	7,250 ⁻
4	REMOVAL OF CONCRETE DRIVEWAY	4	SY	290 ⁻	1,160 ⁻
5	REMOVAL OF GRATE INLET	2	EA	1,200 ⁻	2,400 ⁻
6	REMOVAL AND REPLACEMENT PIPE (15" TO 24")	29	LF	150 ⁻	4,350 ⁻
7	GRATE INLET	1	EA	5,500 ⁻	5,500 ⁻
8	6" CONCRETE V-DITCH (6' WIDE)	51	SY	240 ⁻	12,240 ⁻
9	REINFORCED CONCRETE DRIVEWAY	9	SY	800 ⁻	7,200 ⁻
10	CURB & GUTTER (TO MATCH EXISTING CURB & GUTTER)	71	LF	120 ⁻	8,520 ⁻
11	#610 CRUSHED STONE (IN TRENCH REPAIR)	5	CY	100 ⁻	500 ⁻
12	SOLID SOD	39	SY	13 ⁻	507
TOTAL BASE BID					69,427 ⁰⁰

TOTAL BASE BID:

Sixty Nine Thousand Four Hundred Twenty Seven Dollars
(IN WORDS) *and No 100's*

(NOTE: Final amount is to be shown in **both** words and **figures**. In case of discrepancy, the amount shown in **words** will govern.)

Upon written receipt of the purchase order or written notice of award from the OWNER, the BIDDER hereby agrees to commence work within **14 days** and to fully complete the Project within **THIRTY (30)** consecutive calendar days thereafter. Prospective CONTRACTOR further agrees to pay as liquidated damages the sum of FIVE HUNDRED DOLLARS (\$500) for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following Addenda:

None

Addenda # _____ Date _____
Addenda # _____ Date _____

Addenda # _____ Date _____
Addenda # _____ Date _____

Communications with the Bidder concerning this Bid shall be addressed to:

Duraco
P.O. Box 711
Brandon, MS 39043

Jarrod Turtle Madison
Mobile: (601) 946-5147 Email: gseturtle@aol.com

Respectfully submitted,

Jarrod Turtle
(Contractor or Authorized Representative of Contractor)

BY: Duraco Construction, Inc.
P.O. Box 711

(Business Address)

Brandon MS 39043

(SEAL - if Bid is by a Corporation)

Certificate of Responsibility 23153-MC

The following must be completed to indicate whether the bidder is an Individual, a Partnership, a Limited Liability Company, a Corporation or a joint venture.

Bidder is:

An Individual

N/A

By: _____
(Individual's Signature)

Print Name: _____

Doing business as: _____

Business address: _____

Telephone No.: _____

A Partnership

N/A

By: _____
(Firm Name)

(Authorized Representative's Signature)

(Printed Name and Title)

Business address: _____

Telephone No.: _____

A Limited Liability Company (LLC)

N/A

By: _____
(Limited Liability Company Name)

(State of Formation)

By: _____
(Authorized Representative's Signature)

(Printed Name)

(Title)

Business address: _____

Telephone No.: _____

A Corporation

By: Duraco Construction, Inc. (SEAL)

(Corporation Name)

Mississippi

(State of Incorporation)

By:

[Signature]
(Authorized Representative's Signature)

Jarrod Madison

(Printed Name)

President

(Title)

(Corporate Seal)

Attest

[Signature]

(Secretary's Signature)

Bobby Brown

(Printed Name)

Business address:

P.O. Box 711 Brandon MS 39043

Telephone No.:

(601) 946-5147

REQUEST FOR QUOTE PROPOSAL FORM

DRAINAGE IMPROVEMENTS @ MORROW STREET & ORR DRIVE INTERSECTION

Proposal from Southern Rock, L.L.C. (hereinafter called
"BIDDER") located at P.O. Box 1347 Brandon, MS 39043 (address)
organized and existing under the laws of the State of Mississippi doing
business as a Limited Liability Company (insert "a Corporation", "a Partnership",
"a Limited Liability Company", or "an individual" as applicable).

To: The City of Brandon
1000 Municipal Drive
Brandon, Mississippi 39042

1. The following proposal is made on behalf of the undersigned bidder and no others. Evidence of our authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm, or corporation.
2. We, the undersigned bidder certify that we have carefully examined the Specifications, Special Provisions, and other proposed Contract Documents and any and all addenda thereto.
3. The BIDDER understands that the OWNER reserves the right to reject any or all Proposals, waive informalities in the Proposal process and investigate the BIDDER's ability to carry out the work.
4. The BIDDER agrees that this BID shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving BIDS.
5. We further certify that we have visited and carefully examined the site of the proposed work and have inspected the location and condition of all public utilities and existing structures or other facilities on site or adjacent thereto which may be affected by the proposed construction, and fully understand all conditions relative to construction difficulties, hazards, labor, transportation, and all other factors affecting the prosecution of the work covered by this proposal.
6. We understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decrease quantities of work at the unit prices bid. Additionally, we understand that certain bid items shown in the proposal may be taken out of the project scope by Engineer or Owner at any time prior to installation and, in such case, the BIDDER understands that the sub-total for such items shall be subtracted from the total bid, contract price.
7. All unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, taxes, etc. to cover the finished work of the several kinds called for.
8. In accordance with the requirements of the Plans, Specifications, and Contract Documents,

the CONTRACTOR proposes to furnish all necessary materials, equipment, labor, tools, and other means of construction and will do the work called for in and by the Contract Documents within the specified contract time for the following unit prices.

1

PROPOSAL FORM					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	ITEM TOTAL DOLLARS
1	MOBILIZATION	1	LS	\$25,000.00	\$25,000.00
2	REMOVAL AND REPLACEMENT OF CURB INLET TOP W/ DBL. GRATE	1	EA	\$15,000.00	\$15,000.00
3	REMOVAL OF EXISTING ASPHALT (SAWCUT, CURB & GUTTER ABSORBED)	29	SY	\$150.00	\$4,350.00
4	REMOVAL OF CONCRETE DRIVEWAY	4	SY	\$750.00	\$3,000.00
5	REMOVAL OF GRATE INLET	2	EA	\$2,500.00	\$5,000.00
6	REMOVAL AND REPLACEMENT PIPE (15" TO 24")	29	LF	\$300.00	\$8,700.00
7	GRATE INLET	1	EA	\$8,500.00	\$8,500.00
8	6" CONCRETE V-DITCH (6' WIDE)	51	SY	\$200.00	\$10,200.00
9	REINFORCED CONCRETE DRIVEWAY	9	SY	\$725.00	\$6,525.00
10	CURB & GUTTER (TO MATCH EXISTING CURB & GUTTER)	71	LF	\$95.00	\$6,745.00
11	#610 CRUSHED STONE (IN TRENCH REPAIR)	5	CY	\$375.00	\$1,875.00
12	SOLID SOD	39	SY	\$25.00	\$975.00
TOTAL BASE BID					\$95,870.00

TOTAL BASE BID:

ninety five thousand eight hundred seventy dollars and zero cents

(IN WORDS)

(NOTE: Final amount is to be shown in **both** words and **figures**. In case of discrepancy, the amount shown in **words** will govern.)

Upon written receipt of the purchase order or written notice of award from the OWNER, the BIDDER hereby agrees to commence work within **14 days** and to fully complete the Project within **THRITY (30)** consecutive calendar days thereafter. Prospective CONTRACTOR further agrees to pay as liquidated damages the sum of FIVE HUNDRED DOLLARS (\$500) for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following Addenda:

Addenda # _____	Date _____	Addenda # _____	Date _____
Addenda # _____	Date _____	Addenda # _____	Date _____

Communications with the Bidder concerning this Bid shall be addressed to:

Southern Rock, L.L.C.
P.O. Box 1347 Brandon, MS 39043

Respectfully submitted,


(Contractor or Authorized Representative of Contractor)

BY: Southern Rock, L.L.C.
P.O. Box 1347 Brandon, MS 39043
(Business Address)

(SEAL – if Bid is by a Corporation)

Certificate of Responsibility 11591-MC

The following must be completed to indicate whether the bidder is an Individual, a Partnership, a Limited Liability Company, a Corporation or a joint venture.

Bidder is:

An Individual

By: _____
(Individual's Signature)

Print Name: _____

Doing business as: _____

Business address: _____

Telephone No.: _____

A Partnership

By: _____
(Firm Name)

(Authorized Representative's Signature)

(Printed Name and Title)

Business address: _____

Telephone No.: _____

A Limited Liability Company (LLC)

By: Southern Rock, L.L.C.
(Limited Liability Company Name)

Mississippi
(State of Formation)

By: Bud McGehee
(Authorized Representative's Signature)

Bud McGehee
(Printed Name)

Project Manager
(Title)

Business address: P.O. Box 1347 Brandon, MS 39043

Telephone No.: 601-992-0733

A Corporation

By: _____ (SEAL)

(Corporation Name)

(State of Incorporation)

By: _____

(Authorized Representative's Signature)

(Printed Name)

(Title)

(Corporate Seal)

Attest _____

(Secretary's Signature)

(Printed Name)

Business address: _____

Telephone No.: _____

A Joint Venture

By: _____
(Member's Name and Signature)

(Address)

By: _____
(Member's Name and Signature)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

--END OF SECTION 00400--



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY DEARMAN
DATE: 09/19/2024
SUBJECT: MONTHLY REPORT FOR AUGUST 2024

Monthly Report for August 2024:

1. Water Meter Service Calls: Total #: 768 (Customer Leaks: 674; Other: 94)
2. Phone Calls thru Answering Service: 4,959
3. Work Order:
4. Locates:
5. Billing:

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 09/18/2024
SUBJECT: DEVELOPMENT REVIEW APPLICATION - PARCEL # I9B-12

Consideration to approve a development review application submitted by Gilreath Construction for Parcel # I9B-12

ATTACHMENTS:

1. 24-035 Staff Report - Development Review

Application # 24-035
Date Received: August 29, 2024
Subject Property: Parcel #: I09B000012 00000
Applicant: Gilreath Construction



STAFF REPORT

CASE # 24-035

Subject Matter: Development Review Application

Subject Property: 2.64 Acres located on Tanglewood Drive
Parcel No: I09B000012 00000

Zoning District: II: Light Industrial

Ward: 1 - Craine

Description:

Consideration of an application for development review for Gilreath Construction to construct a 9,000 +/- square foot building. The primary use will be various office / warehouse types which meet all the requirements in The City of Brandon for Light Industrial zoning district. (Parcel #: J09B000012 00000).

4.4.5 Industrial uses.

8. Warehouse.

- i. Definition: A facility used primarily for the inside storage and distribution of goods and materials, which includes land and buildings used as a relay station for the transfer of goods from one vehicle or party to another, and the parking and storage of tractor and/or other trailer units.
- ii. Districts permitted: I-1, I-2, ORC.
- iii. Parking: One parking space for each 1,000 square feet of gross floor area; plus one space for each vehicle operating from the premises.
- iv. Loading: One loading space for 10,000 square feet of floor area.
- v. Additional standards:
 - The parking and storage of tractor and/or other trailer units does not allow the storage either of empty inoperable trailers or trailers as storage units themselves.

4.4.7 Office uses.

1. Office.

- i. Definition: Places of business of individuals engaged in providing personal services, such as attorneys, architects, accountants, real estate brokers, and similar professions.
- ii. Districts permitted: NC, CC, RC, I-1, I-2, ORC, VMU, PUD, TND.
- iii. Parking: One space per 300 square feet of floor area.
- iv. Loading: One loading space for 10,000 square feet of floor area.
- v. Additional standards: None.

Application # 24-035
Date Received: August 29, 2024
Subject Property: Parcel #: I09B000012 00000
Applicant: Gilreath Construction

Staff Recommendation: The staff recommends conditional approval with the provision of a complete Civil Engineering set of drawings which addresses the following concerns:

- Roadway is labeled incorrectly to the west of site.
- Parking lot shall be paved and have curb and gutter.
- Please provide lighting plan per city requirements.
- Please provide landscape plan per city requirements.
- Please provide hydraulic report.
- Light duty concrete detail for concrete is missing.
- What type of pipe is being used for roof drainpipe to pond?
- Water service saddles shall be double strapped brass.
- Provide details for emergency spillway. It appears if the emergency spillway is activated, it will drain directly onto neighbor? Please confirm there are no adverse impacts from this with a letter from EOR stating zero adverse impacts.
- Extending the sewer line is not typically the city's responsibility. There is also a sewer line along Old HWY 471 that should be investigated to determine if the grades will allow for connection.
- Sewer manhole details required.
- Provide storm drainpipe installation requirements/details.
- Will this site have a dumpster?
- It also calls for thrust restraints at all bends t's and fittings, but shows no detail.
- We want to see a hydrant as that is 540 feet from the nearest one and the FCD location.
- We need to know building height, materials, life safety information, Mechanical, Electrical, Plumbing information.

With these provisions, the staff recommends the approval of the proposed development to move forward and complete the plans as directed by the Director of Community Development and the Architectural Review Board.

If the Mayor and Board of Aldermen approve the request, the applicant will produce the requested information, obtain a permit and pay any associated permit and license fees prior to commencing work.

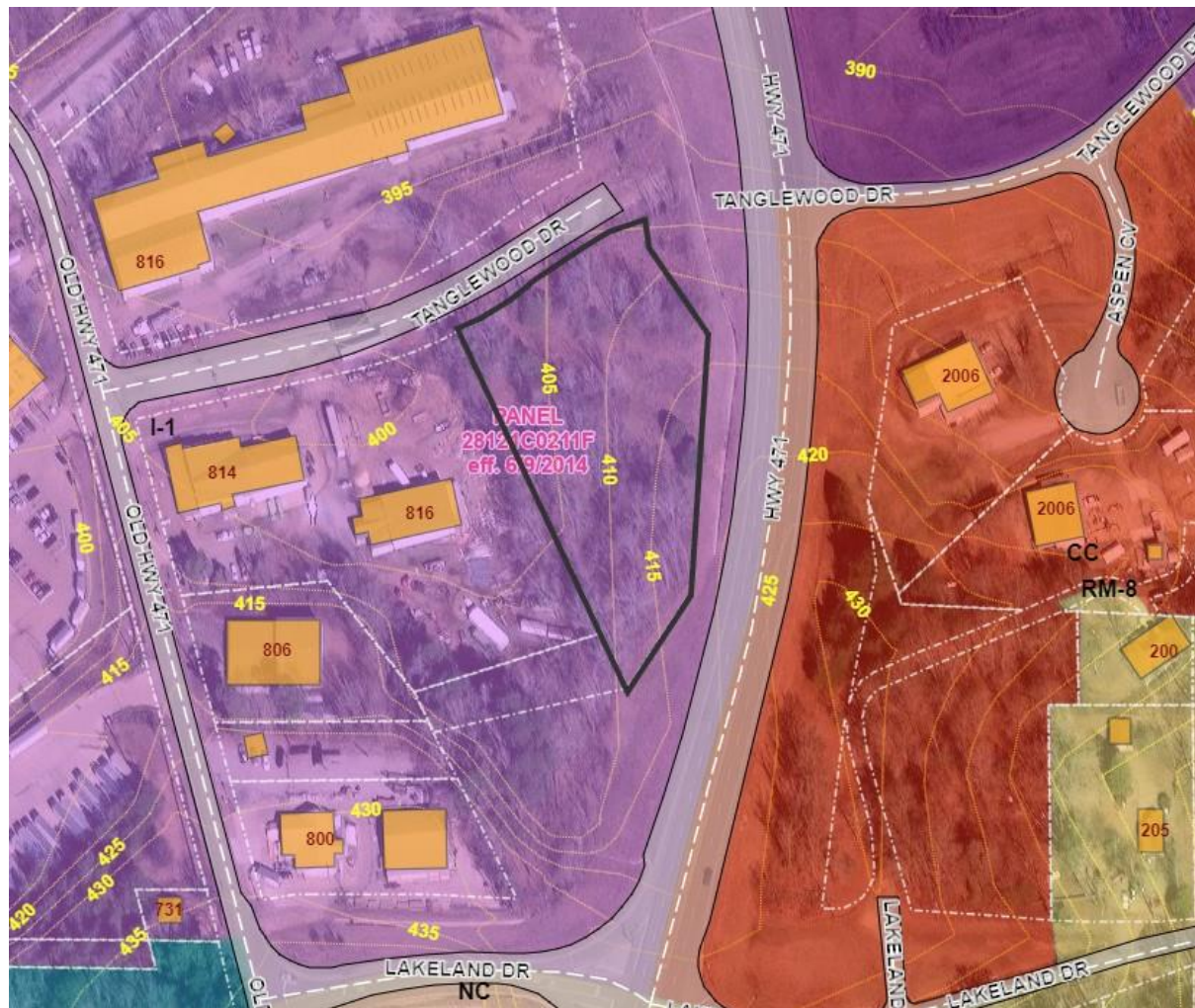
Notice Filed in Paper: N/A

Report Prepared By: Sam Hawkins, Community Development Director

Exhibits:

- A) Location and Zoning Map
- B) Development Review Application
- C) Supplemental Documentation

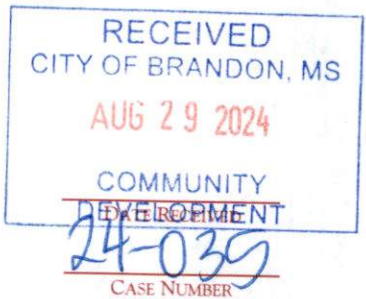
Applicant: Gilreath Construction





COMMUNITY DEVELOPMENT

Development Review
Application



<u>Gilreath Construction Corporate Office</u>		<u>Tanglewood Dr.</u>
Project Name or Description		Project Address
<u>Commercial Site Plan</u>	<u>109B-12</u>	<u>2.04</u>
Application Type	Parcel Number	Size of Subject Property in Acres
<u>I-1: Light Industrial</u>	<u>Vacant, wooded lot</u>	<u>Light Industrial Business</u>
Current Zoning Classification	Current Use of Property	Proposed Use of Property
Brief Description of Proposed Development Development to consist of construction of new light industrial building (+-9000 sf) including improvements to the site as necessary.		
<u>City of Brandon</u>	<u>City of Brandon</u>	<u>Entergy Mississippi, Inc.</u>
Water Service	Sewer Service	Electric Service
<u>Gilreath Construction Company, LLC</u>		<u>Rob Gilreath</u>
Applicant		Contact Name
<u>140 Old US 80 Ste. C</u>		<u>601-825-8256 (Office) / 601-573-5325 (Cell)</u>
Address		Telephone
<u>Brandon</u>	<u>MS</u>	<u>39042</u>
City	State	Zip Code
<u>rob@gilreathconstruction.com</u>		<u></u>
Email		
<u>Owner (if different from applicant)</u>		<u>Contact Name</u>
<u>Address</u>		<u>Telephone</u>
<u>City</u>	<u>State</u>	<u>Zip Code</u>
City	State	Zip Code
<u>Email</u>		<u></u>
Email		

STAFF ONLY

<u>Accepted By</u>	<u>Project Coordinator</u>	<u>iWorQ Reference Number</u>	<u>Review Fees</u>
<u>Board Review Date</u>	<u>Board Action</u>		

Permit Holder's Signature:

George R. Gilreath Jr.

Date: 08/29/2024

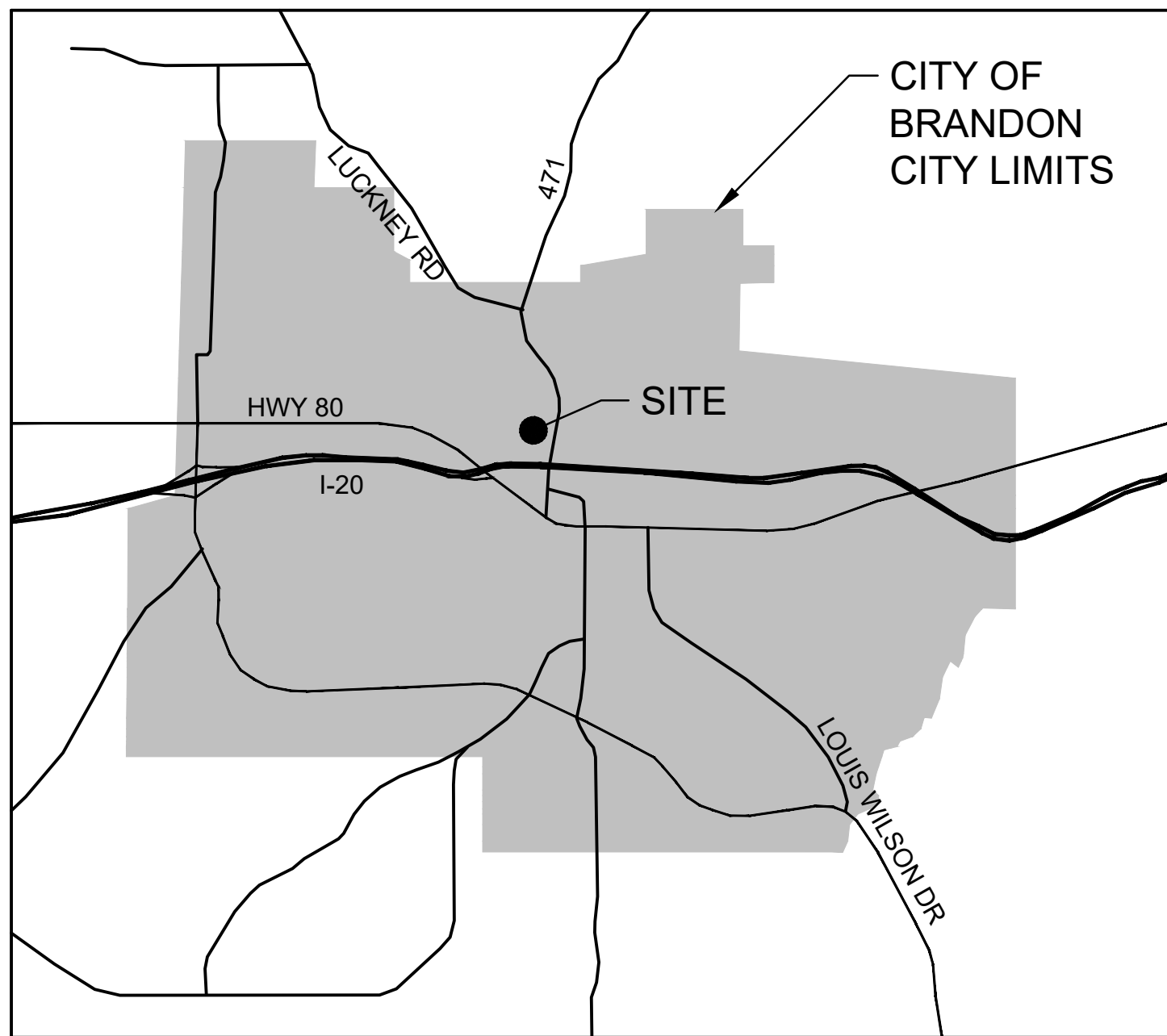
permitting@brandonms.org

GILREATH CONSTRUCTION CO.

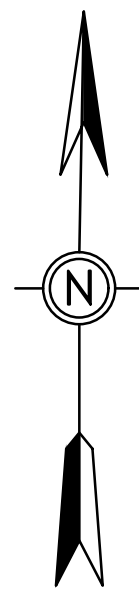
CORPORATE OFFICE

A PROPOSED SITE DEVELOPMENT

PASHCAL HILL RD
BRANDON, MS 39042



CITY LOCATION



STREET LOCATION



STATE LOCATION

TABLE OF CONTENTS

1. COVER
2. EXISTING CONDITIONS & DEMO PLAN
3. SITE PLAN
4. UTILITY PLAN
5. GRADING PLAN
6. EROSION CONTROL PLAN (SWPPP)
7. SITE DETAILS
8. UTILITY DETAILS



Know what's below
Call before you dig



No.	Description	Date
1	PLANS SUBMITTED FOR REVIEW	06-03-24
2	PLANS REISSUED FOR REVIEW	08-30-24



PROJECT TITLE:	COVER
SHEET TITLE:	
SITE DEVELOPMENT	

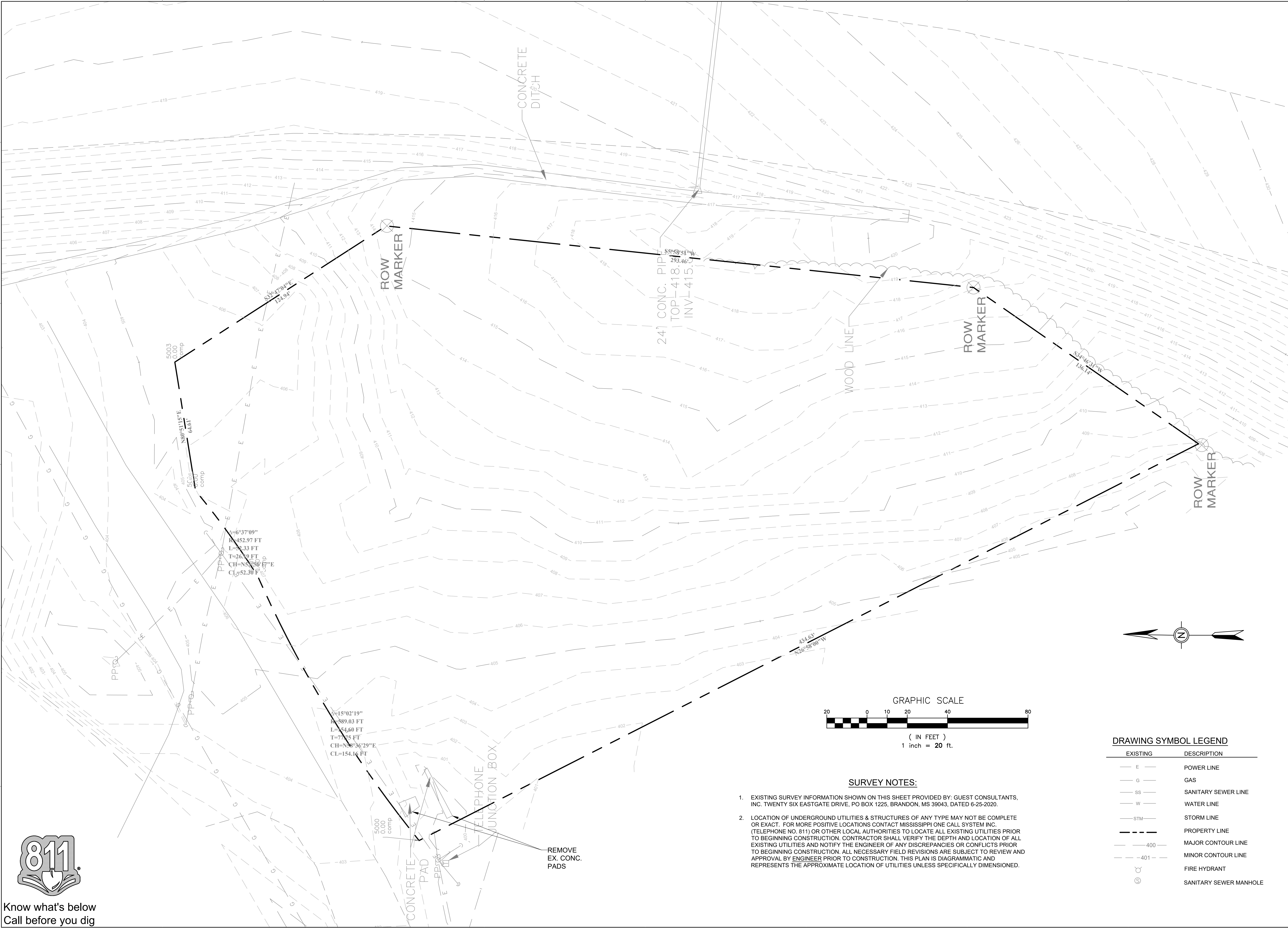
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DRAWN BY:	WSD
REVIEWED BY:	WSD

SHEET NUMBER:
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Know what's below
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SURVEY NOTES:

- EXISTING SURVEY INFORMATION SHOWN ON THIS SHEET PROVIDED BY: GUEST CONSULTANTS, INC. TWENTY SIX EASTGATE DRIVE, PO BOX 1225, BRANDON, MS 39043, DATED 6-25-2020.
- LOCATION OF UNDERGROUND UTILITIES & STRUCTURES OF ANY TYPE MAY NOT BE COMPLETE OR EXACT. FOR MORE POSITIVE LOCATIONS CONTACT MISSISSIPPI ONE CALL SYSTEM INC. (TELEPHONE NO. 811) OR OTHER LOCAL AUTHORITIES TO LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL VERIFY THE DEPTH AND LOCATION OF ALL EXISTING UTILITIES AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO BEGINNING CONSTRUCTION. ALL NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW AND APPROVAL BY ENGINEER PRIOR TO CONSTRUCTION. THIS PLAN IS DIAGRAMMATIC AND REPRESENTS THE APPROXIMATE LOCATION OF UTILITIES UNLESS SPECIFICALLY DIMENSIONED.

DEAN

ENGINEERING SOLUTIONS INC.

4780 I-55 NORTH, SUITE 100-4

JACKSON, MS 39211

601-557-2002 WWW.DEANESI.COM

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W. SETH DEAN

PROFESSIONAL ENGINEER

NOT FOR CONSTRUCTION

STATE OF MISSISSIPPI

08-30-2024

No.	Description	Date
1	PLANS SUBMITTED FOR REVIEW	06-03-24
2	PLANS REISSUED FOR REVIEW	08-30-24

OWNER:

GILREATH

CONSTRUCTION COMPANY, LLC

140 OLD US 80 SUITE C

BRANDON, MS 39042

PROJECT TITLE:

SHEET TITLE:

EXISTING CONDITIONS & DEMO PLAN

SITE DEVELOPMENT

DATE:	00 JAN 2024
SCALE:	AS SHOWN
DRAWN BY:	WSD
REVIEWED BY:	WSD

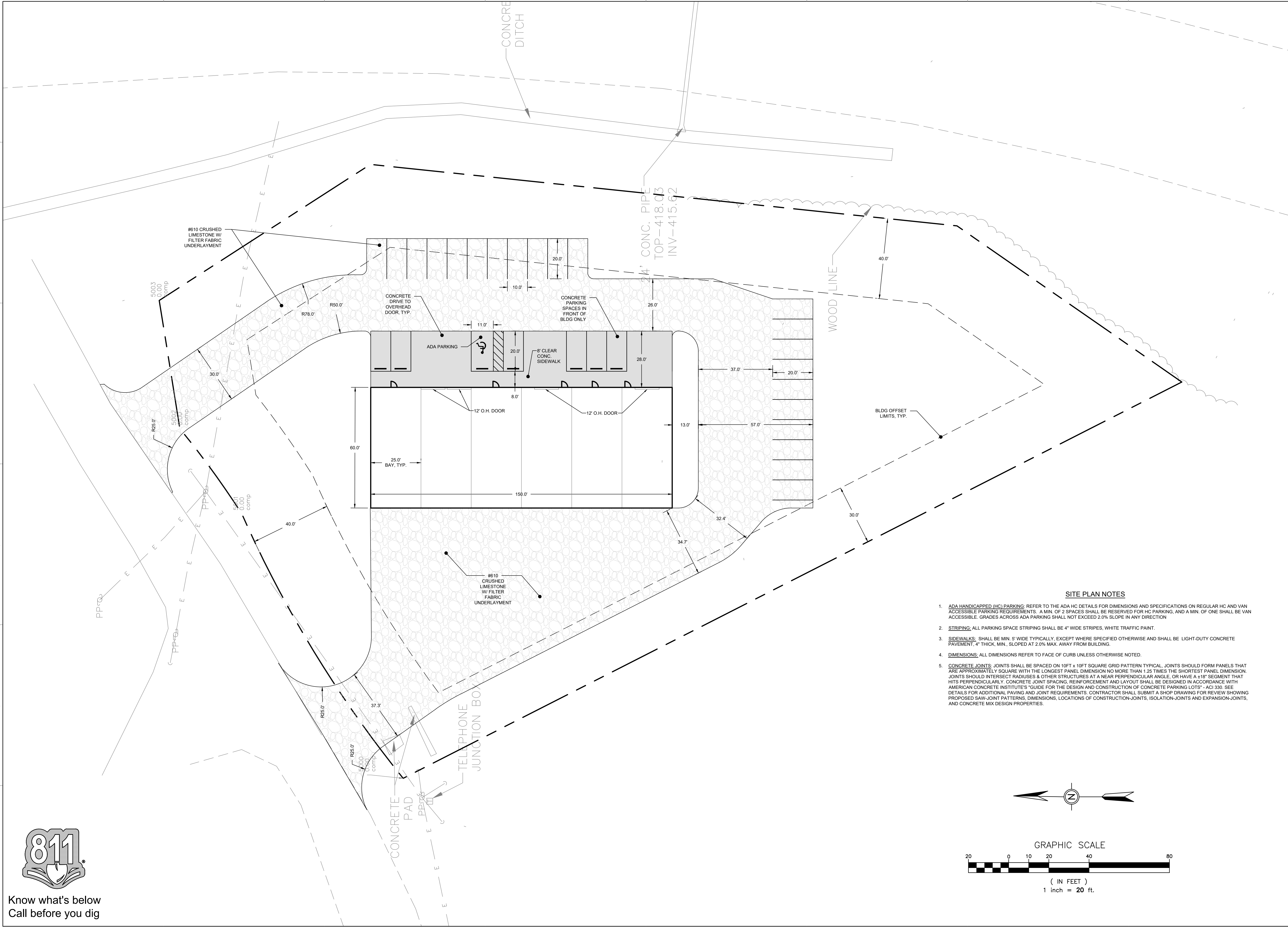
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2

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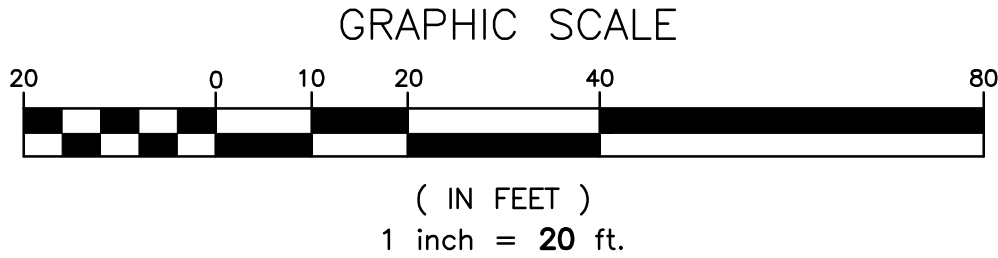
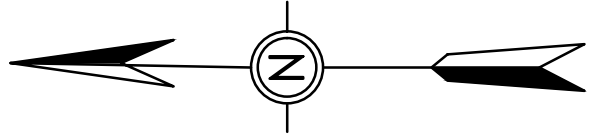


Know what's below
Call before you dig



SITE PLAN NOTES

1. **ADA HANDICAPPED (HC) PARKING:** REFER TO THE ADA HC DETAILS FOR DIMENSIONS AND SPECIFICATIONS ON REGULAR HC AND VAN ACCESSIBLE PARKING REQUIREMENTS. A MIN. OF 2 SPACES SHALL BE RESERVED FOR HC PARKING, AND A MIN. OF ONE SHALL BE VAN ACCESSIBLE. GRADES ACROSS ADA PARKING SHALL NOT EXCEED 2.0% SLOPE IN ANY DIRECTION
2. **STRIPING:** ALL PARKING SPACE STRIPING SHALL BE 4" WIDE STRIPES, WHITE TRAFFIC PAINT.
3. **SIDEWALKS:** SHALL BE MIN. 5' WIDE TYPICALLY, EXCEPT WHERE SPECIFIED OTHERWISE AND SHALL BE LIGHT-DUTY CONCRETE PAVEMENT, 4" THICK, MIN., SLOPED AT 2.0% MAX. AWAY FROM BUILDING.
4. **DIMENSIONS:** ALL DIMENSIONS REFER TO FACE OF CURB UNLESS OTHERWISE NOTED.
5. **CONCRETE JOINTS:** JOINTS SHALL BE SPACED ON 10FT x 10FT SQUARE GRID PATTERN TYPICAL. JOINTS SHOULD FORM PANELS THAT ARE APPROXIMATELY SQUARE WITH THE LONGEST PANEL DIMENSION NO MORE THAN 1.25 TIMES THE SHORTEST PANEL DIMENSION. JOINTS SHOULD INTERSECT RADIIUSES & OTHER STRUCTURES AT A NEAR PERPENDICULAR ANGLE, OR HAVE A ±18° SEGMENT THAT HITS PERPENDICULARLY. CONCRETE JOINT SPACING, REINFORCEMENT AND LAYOUT SHALL BE DESIGNED IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE'S "GUIDE FOR THE DESIGN AND CONSTRUCTION OF CONCRETE PARKING LOTS" - ACI 330. SEE DETAILS FOR ADDITIONAL PAVING AND JOINT REQUIREMENTS. CONTRACTOR SHALL SUBMIT A SHOP DRAWING FOR REVIEW SHOWING PROPOSED SAW-JOINT PATTERNS, DIMENSIONS, LOCATIONS OF CONSTRUCTION-JOINTS, ISOLATION-JOINTS AND EXPANSION-JOINTS, AND CONCRETE MIX DESIGN PROPERTIES.



DEAN
ENGINEERING SOLUTIONS INC.
4780 I-55 NORTH, SUITE 100-4
JACKSON, MS 39211
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NOT FOR CONSTRUCTION

W. SETH DEAN
PROF.
DATE OF ISSUE: 08-30-2024

No.	Description	Date
1	PLANS SUBMITTED FOR REVIEW	06-03-24
2	PLANS REISSUED FOR REVIEW	08-30-24

OWNER:

GILREATH
CONSTRUCTION COMPANY, LLC
140 OLD US 80 SUITE C
BRANDON, MS 39042

PROJECT TITLE:

SHEET TITLE:

SITE PLAN

SITE DEVELOPMENT

DATE:	00 JAN 2024
SCALE:	AS SHOWN
DRAWN BY:	WSD
REVIEWED BY:	WSD

SHEET NUMBER:

3

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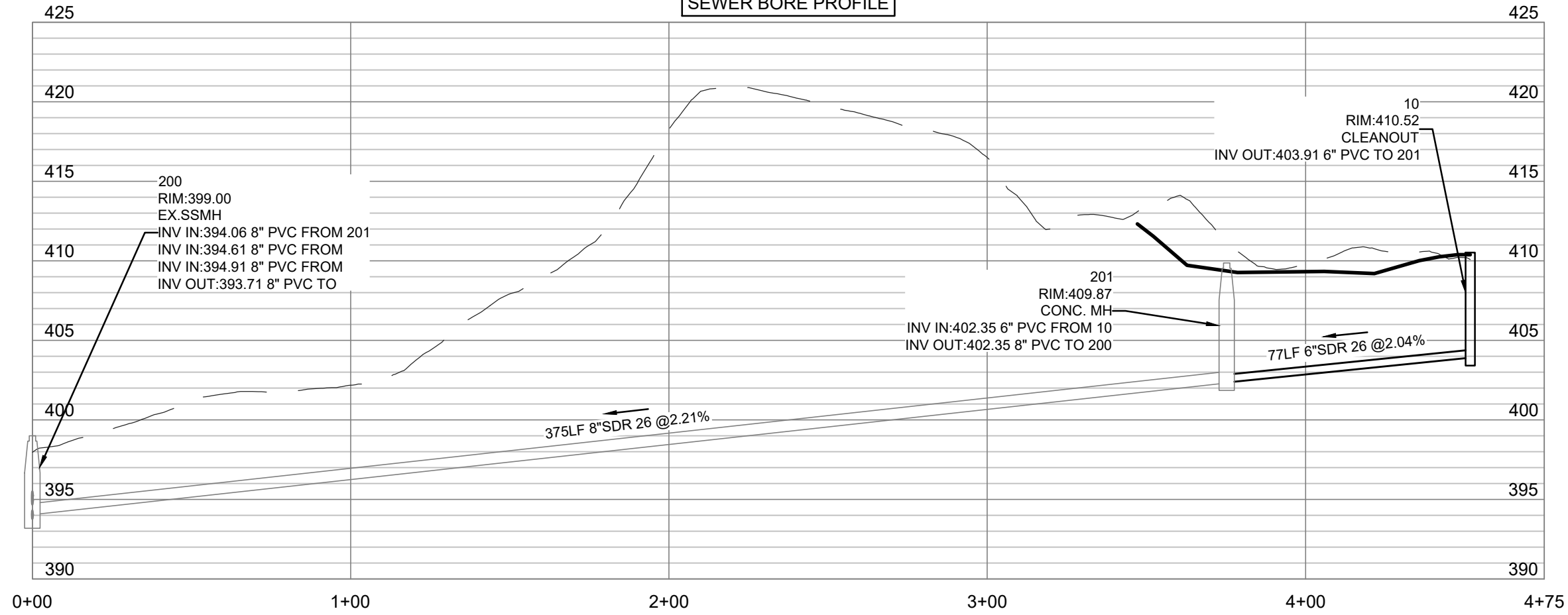
Know what's below
Call before you dig

UTILITY PLAN NOTES

1. LOCAL MUNICIPALITY STANDARDS: ALL WATER & SEWER INFRASTRUCTURE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CITY OF BRANDON OR THE LOCAL UTILITY PROVIDER THAT SERVES WATER AND SEWER TO THE SITE. CONTRACTOR SHALL CONFIRM LOCAL STANDARDS PRIOR TO CONSTRUCTION.
2. INSPECTIONS: CONTRACTOR SHALL NOTIFY THE CITY OF BRANDON AND OR THE UTILITY PROVIDER TO INSPECT ALL WATER AND SEWER MAINS, CONNECTION AND ACCESSORIES PRIOR TO PLACEMENT OF BACKFILL.
3. UTILITY LOCATIONS: CONTRACTOR SHALL HAVE MISSISSIPPI ONE CALL (811 OR 800-227-6477) LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL VERIFY THE DEPTH AND LOCATION OF ALL EXISTING UTILITIES AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO BEGINNING CONSTRUCTION. ALL NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW AND APPROVAL BY ENGINEER PRIOR TO CONSTRUCTION. THIS PLAN IS DIAGRAMMATIC AND REPRESENTS THE APPROXIMATE LOCATION OF UTILITIES UNLESS SPECIFICALLY DIMENSIONED.
4. MEP COORDINATION: THIS PLAN SHOWS WATER & SEWER SERVICES FOR THE SITE UP TO 5' FROM THE BUILDING. REFER TO MECHANICAL, ELECTRICAL, PLUMBING (MEP) PLANS FOR CONTINUATION INTO BUILDING, INCLUDING FIRE DEPARTMENT CONNECTION AND BACK FLOW PREVENTOR REQUIREMENTS FOR ALL WATER LINES.
5. WATER LINE THRUST RESTRAINTS: ALL WATER LINES SHALL HAVE THRUST RESTRAINTS (CONCRETE BLOCKING/RESTRAINT MECHANISMS) AT ALL BENDS, TEES, FITTINGS ETC. SEE DETAILS FOR ADDITIONAL REQUIREMENTS. MEGA-LUG RESTRAINT JOINTS MAY ALSO BE USED WITH PRIOR SUBMITTAL APPROVAL BY ENGR.
6. SEWER CLEANOUTS: SEE MEP PLANS FOR LOCATION AND ELEVATIONS OF SEWER OUT OF BUILDING. COORDINATE SEWER OUT OF BUILDING WITH CLEANOUTS TO MAIN. INSTALL CLEANOUT TOPS FLUSH WITH ADJACENT PAVEMENT SURFACE.
7. WATER LINE COVER: THE WATER LINE SHALL HAVE A MIN. OF 3' GROUND COVER.
8. MINIMUM UTILITY SEPARATION DISTANCES:
SANITARY SEWER MAINS AND STORM SEWER - 24" VERTICAL
SANITARY SEWER MAINS AND WATER - 10' HORIZONTAL OR 18" VERTICAL
STORM SEWER AND WATER - 18" VERTICAL

IF MINIMUM VERTICAL SEPARATIONS CAN NOT BE ACHIEVED AT UTILITY & STORM DRAIN CROSSING, USE DIP MATERIALS AND INSTALL CONCRETE CRADLE WITH 6" MIN. CLEARANCE.

SEWER BORE PROFILE



PROFILE NOTES:
SOLID LINE=PROPOSED GRADE.
DASHED LINE=EXISTING GROUND.
SCALE: 1"=40' HORIZONTAL
VERTICAL EXAGGERATION=5X

200
RIM:399.00
EX SSMH
INV IN:394.06 8" PVC FROM 201
INV IN:394.61 8" PVC FROM
INV IN:394.91 8" PVC FROM
INV OUT:393.71 8" PVC TO

EXISTING LOCATION
EX. SSMH, APPROX.
VERIFY INV.

201
RIM:409.87
CONC. MH
INV IN:402.35 6" PVC FROM 10
INV OUT:402.35 8" PVC TO 200

77LF 6"SDR 26 @2.04%

10
RIM:410.52
CLEANOUT
INV OUT:403.91 6" PVC TO 201

375LF 8"SDR 26 @2.21%

375LF 8"SDR 26 @2.21%

GRAVITY SEWER COORDINATION:
CITY TO INSTALL NEW GRAVITY
SEWER SERVICE TO SITE AND SET
NEW MH HERE. SEWER CURRENTLY
NOT ON SITE. CONTRACTOR TO
VERIFY DEPTH OF SEWER MH
INVERT PRIOR TO CONNECTING
NEW GRAVITY LINE FROM BUILDING.

ROW
MARKER

201
RIM:409.87
CONC. MH
INV IN:402.35 6" PVC FROM 10
INV OUT:402.35 8" PVC TO 200

77LF 6"SDR 26 @2.04%

10
RIM:410.52
CLEANOUT
INV OUT:403.91 6" PVC TO 201

SET NEW 2" METER
FOR DOMESTIC
SERVICE TO BLDG,
INSTALL 2" PVC LINE
TO BLDG

APPROXIMATE
LOCATION OF EX. 10"
WATER LINE PER
CITY GIS MAPPING.
CONTRACTOR TO
VERIFY EXACT
LOCATION, SIZE,
TYPE AND DEPTH

DRAWING SYMBOL LEGEND

EXISTING	PROPOSED	DESCRIPTION
		SANITARY SEWER MANHOLE
		SANITARY SEWER LINE
		WATER LINE



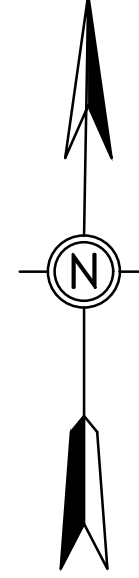
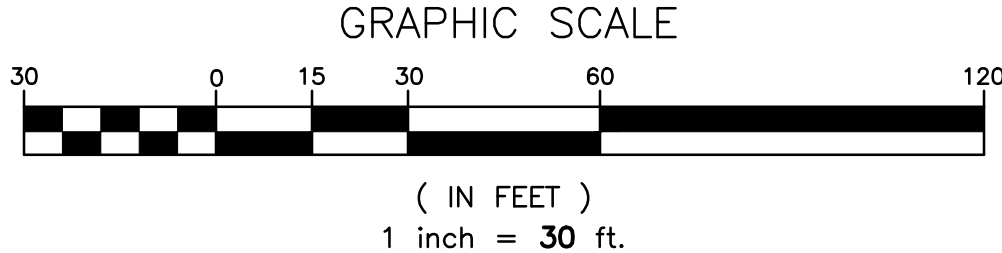
No.	Description	Date
1	PLANS SUBMITTED FOR REVIEW	06-03-24
2	PLANS REISSUED FOR REVIEW	08-30-24

OWNER:
GILREATH
CONSTRUCTION COMPANY, LLC
140 OLD US 80 SUITE C
BRANDON, MS 39042

PROJECT TITLE:
SHEET TITLE:
UTILITY PLAN
SITE DEVELOPMENT

DATE:	00 JAN 2024
SCALE:	AS SHOWN
DRAWN BY:	WSD
REVIEWED BY:	WSD

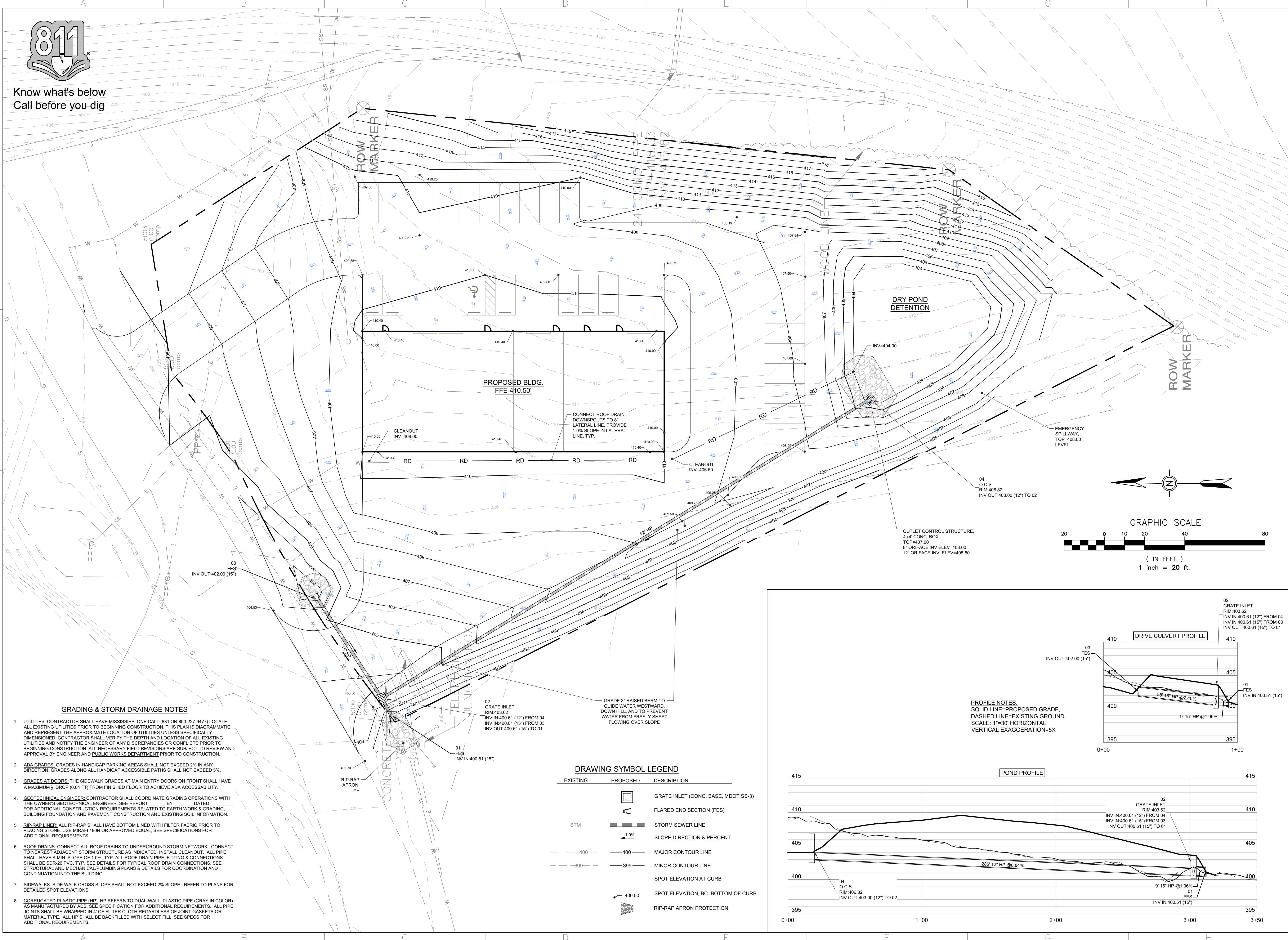
SHEET NUMBER:
4





Know what's below
Call before you dig

C:\Users\clens\OneDrive - deanengr.com\1 - Projects\DES\Gilreath Construction Co\Tanglewood\dwg\5-Grading Plan, 8/30/2024 9:34:17 AM, clens, DWG To PDF.pc3, ARCH expand D (24.00 x 36.00 inches), 1:1



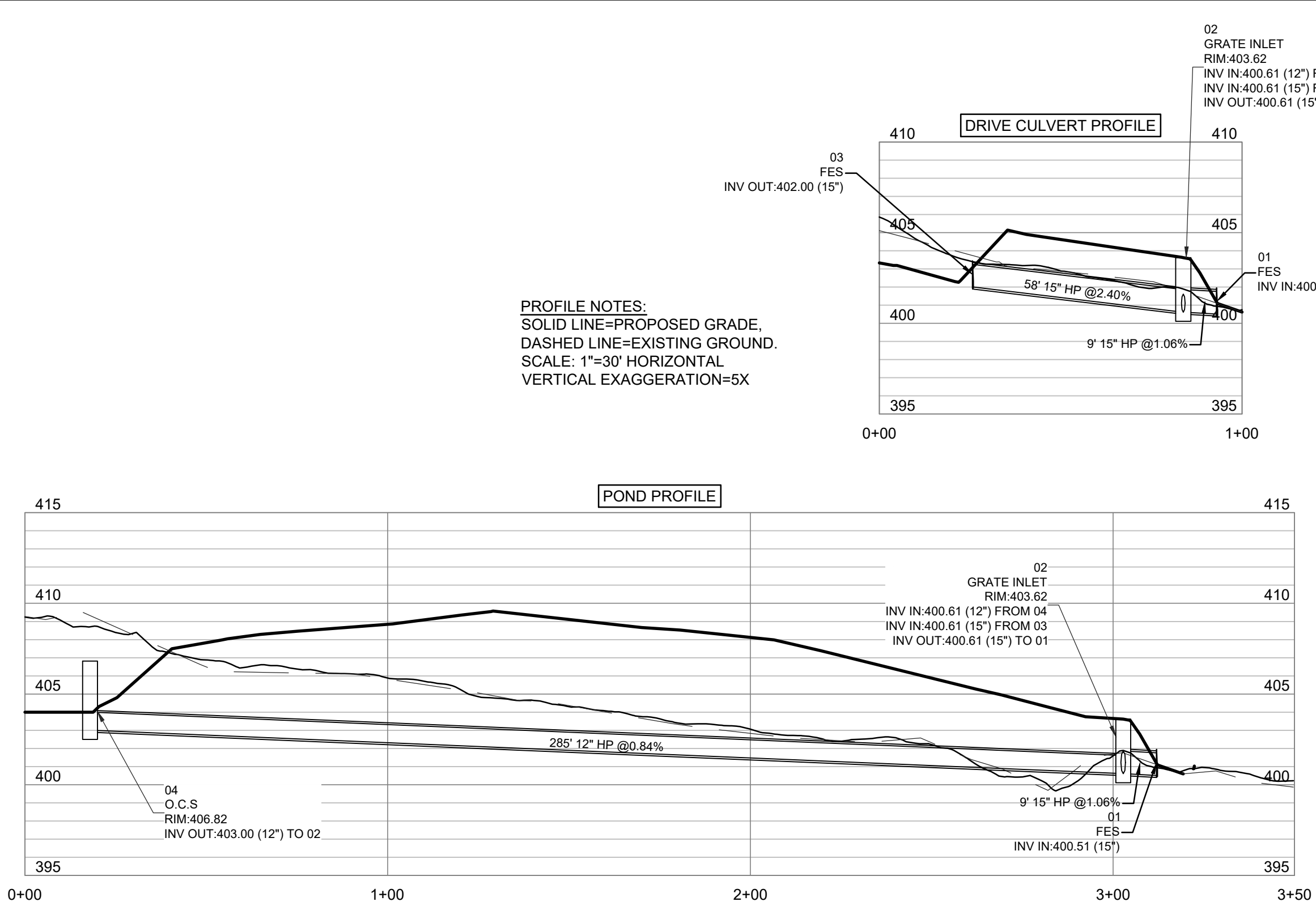
GRADING & STORM DRAINAGE NOTES

- UTILITIES: CONTRACTOR SHALL HAVE MISSISSIPPI ONE CALL (881 OR 800-227-6477) LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THIS PLAN IS DIAGRAMMATIC AND REPRESENT THE APPROXIMATE LOCATION OF UTILITIES UNLESS SPECIFICALLY DIMENSIONED. CONTRACTOR SHALL VERIFY THE DEPTH AND LOCATION OF ALL EXISTING UTILITIES AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO BEGINNING CONSTRUCTION. ALL NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW AND APPROVAL BY ENGINEER AND PUBLIC WORKS DEPARTMENT PRIOR TO CONSTRUCTION.
- ADA GRADES: GRADES IN HANDICAP PARKING AREAS SHALL NOT EXCEED 2% IN ANY DIRECTION. GRADES ALONG ALL HANDICAP ACCESSIBLE PATHS SHALL NOT EXCEED 5%.
- GRADES AT DOORS: THE SIDEWALK GRADES AT MAIN ENTRY DOORS ON FRONT SHALL HAVE A MAXIMUM 1/2" DROP (0.04 FT) FROM FINISHED FLOOR TO ACHIEVE ADA ACCESSIBILITY.
- GEOTECHNICAL ENGINEER: CONTRACTOR SHALL COORDINATE GRADING OPERATIONS WITH THE OWNER'S GEOTECHNICAL ENGINEER. SEE REPORT BY DATED FOR ADDITIONAL CONSTRUCTION REQUIREMENTS RELATED TO EARTH WORK & GRADING, BUILDING FOUNDATION AND PAVEMENT CONSTRUCTION AND EXISTING SOIL INFORMATION.
- RIP-RAP LINER: ALL RIP-RAP SHALL HAVE BOTTOM LINED WITH FILTER FABRIC PRIOR TO PLACING STONE. USE MIRAFI 180N OR APPROVED EQUAL, SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- ROOF DRAINS: CONNECT ALL ROOF DRAINS TO UNDERGROUND STORM NETWORK. CONNECT TO NEAREST ADJACENT STORM STRUCTURE AS INDICATED. INSTALL CLEANOUT. ALL PIPE SHALL HAVE A MIN. SLOPE OF 1.0%, TYP. ALL ROOF DRAIN PIPE, FITTING & CONNECTIONS SHALL BE SDR-28 PVC, TYP. SEE DETAILS FOR TYPICAL ROOF DRAIN CONNECTIONS. SEE STRUCTURAL AND MECHANICAL/PLUMBING PLANS & DETAILS FOR COORDINATION AND CONTINUATION INTO THE BUILDING.
- SIDEWALKS: SIDE WALK CROSS SLOPE SHALL NOT EXCEED 2% SLOPE. REFER TO PLANS FOR DETAILED SPOT ELEVATIONS.
- CORRUGATED PLASTIC PIPE (HP): HP REFERS TO DUAL-WALL PLASTIC PIPE (GRAY IN COLOR) AS MANUFACTURED BY ADS. SEE SPECIFICATION FOR ADDITIONAL REQUIREMENTS. ALL PIPE JOINTS SHALL BE WRAPPED IN 4" OF FILTER CLOTH REGARDLESS OF JOINT GASKETS OR MATERIAL TYPE. ALL HP SHALL BE BACKFILLED WITH SELECT FILL, SEE SPECS FOR ADDITIONAL REQUIREMENTS.

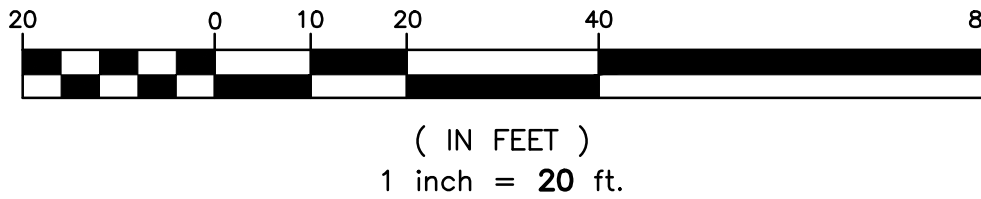
DRAWING SYMBOL LEGEND

EXISTING	PROPOSED	DESCRIPTION
		GRATE INLET (CONC. BASE, MDOOT SS-3)
		FLARED END SECTION (FES)
		STORM SEWER LINE
		SLOPE DIRECTION & PERCENT
		MAJOR CONTOUR LINE
		MINOR CONTOUR LINE
		SPOT ELEVATION AT CURB
		SPOT ELEVATION, BC=BOTTOM OF CURB
		RIP-RAP APRON PROTECTION

PROFILE NOTES:
SOLID LINE=PROPOSED GRADE,
DASHED LINE=EXISTING GROUND.
SCALE: 1"=30' HORIZONTAL
VERTICAL EXAGGERATION=5X



GRAPHIC SCALE



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ENGINEERING SOLUTIONS, INC.
4780 I-55 NORTH, SUITE 100-4
JACKSON, MS 39211
601-557-2002 WWW.DEANESI.COM
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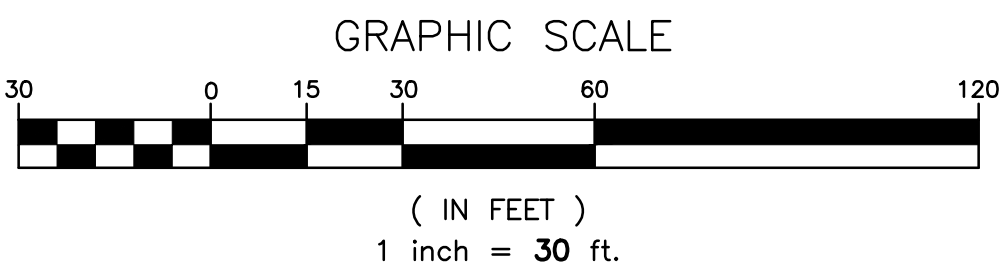
NOT FOR CONSTRUCTION
08-30-2024

No.	Description	Date
1	PLANS SUBMITTED FOR REVIEW	06-03-24
2	PLANS REISSUED FOR REVIEW	08-30-24

OWNER:
GILREATH
CONSTRUCTION COMPANY, LLC
140 OLD US 80 SUITE C
BRANDON, MS 39042

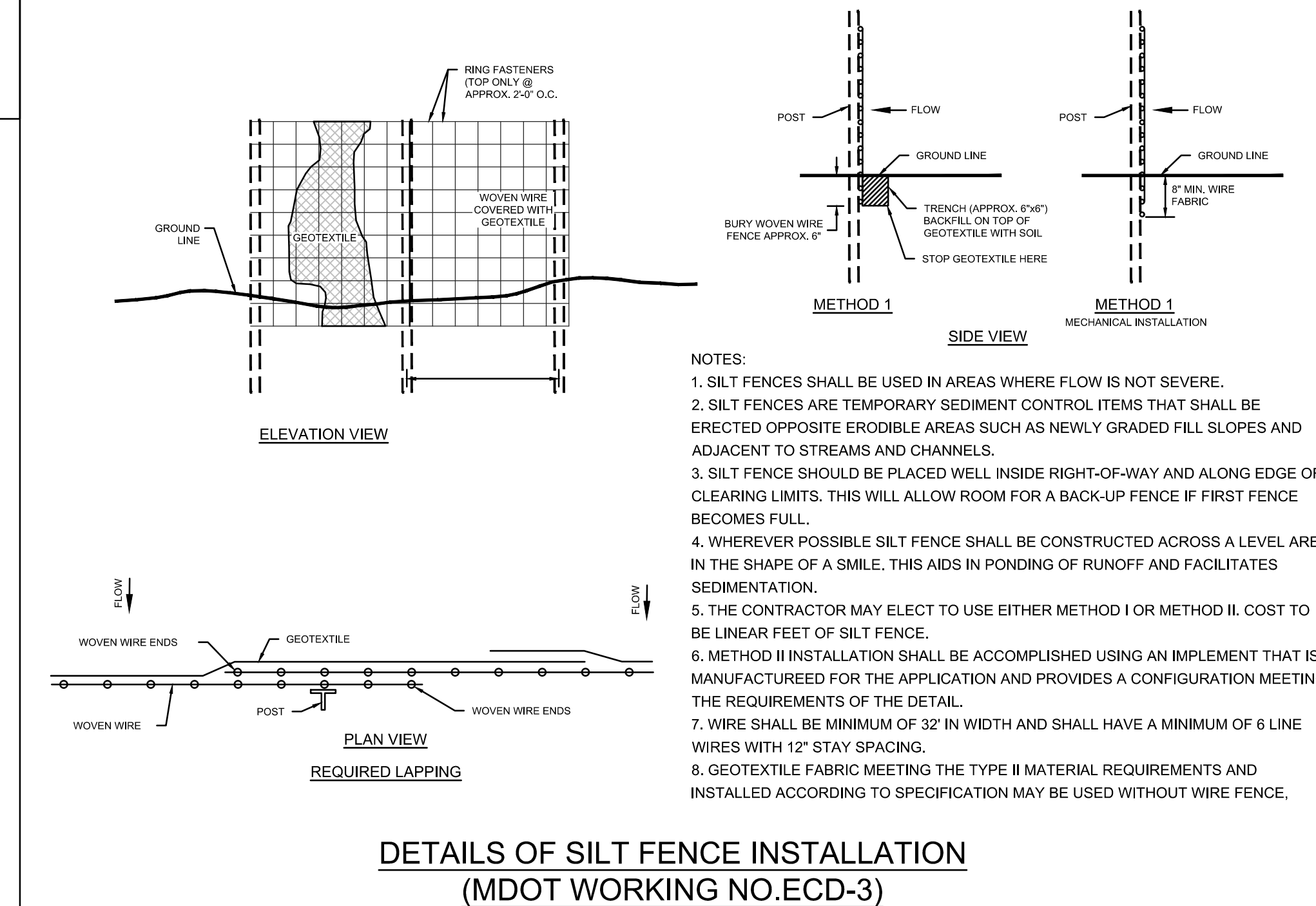
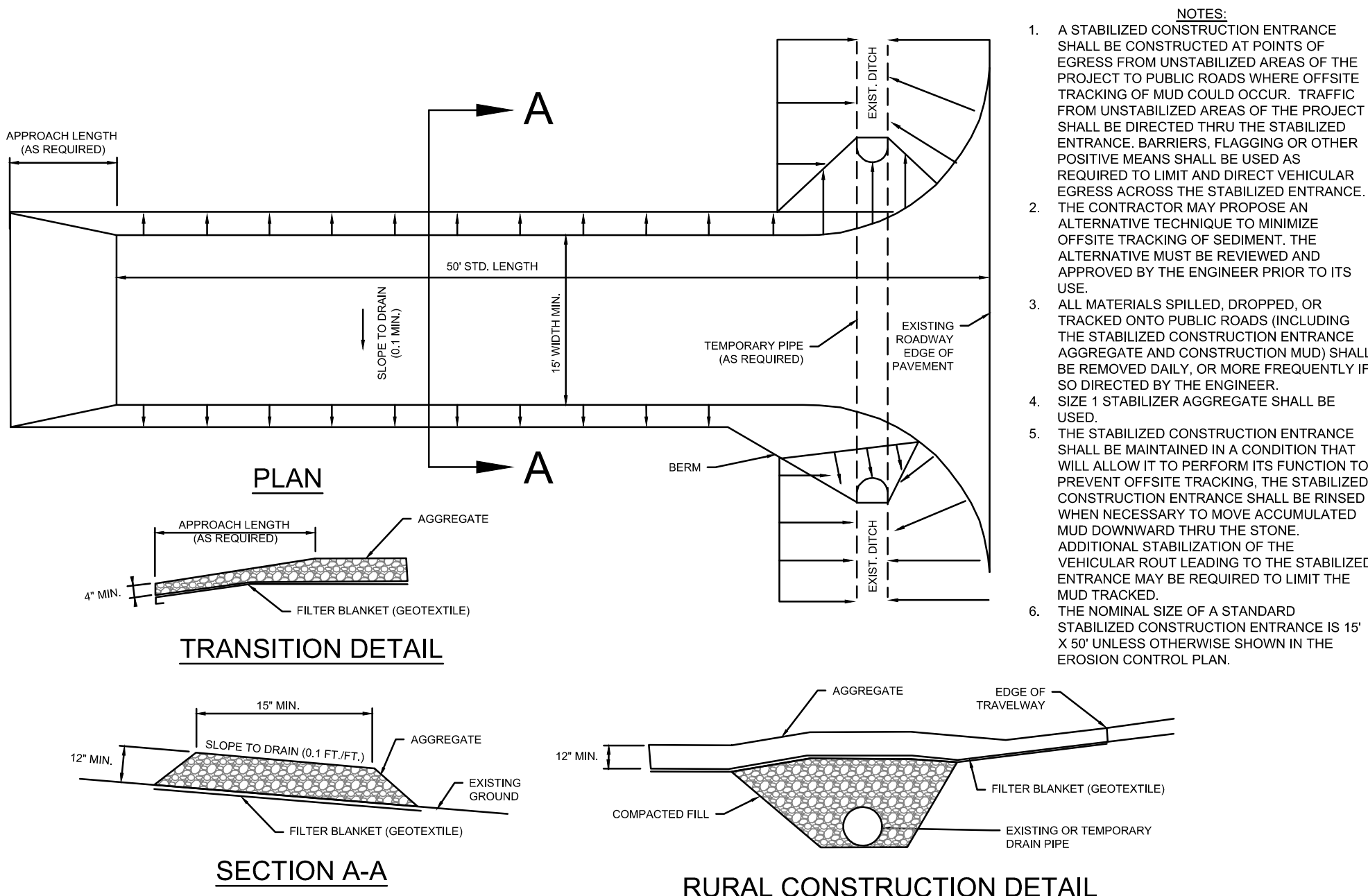
PROJECT TITLE:
SHEET TITLE:
GRADING PLAN
SITE DEVELOPMENT

DATE: 00 JAN 2024
SCALE: AS SHOWN
DRAWN BY: WSD
REVIEWED BY: WSD
SHEET NUMBER:
5



3. TOTAL DISTURBED SITE AREA = 2.25 AC.
4. VEGETATION CONTROLS: A COMBINATION OF TEMPORARY AND PERMANENT GRASSING WILL BE USED TO PROTECT SLOPES AS CONSTRUCTION PROGRESSES. REFER TO VEGETATION SPECIFICATIONS FOR DETAILS. SHOULD A DISTURBED AREA BE LEFT UNDISTURBED FOR 14 DAYS OR MORE, TEMPORARY OR PERMANENT VEGETATION SHALL BE PLACED IMMEDIATELY.
5. STRUCTURAL CONTROLS: INSTALL CONSTRUCTION ENTRANCES, DIVERSION DITCHES, WATTLE CHECK DAMS, SILT FENCE AND ALL OTHER STRUCTURAL BMPs AS SHOWN BELOW. PERMANENT EROSION CONTROL BMPs AND STRUCTURAL BMPs SHOULD BE PLACED AS SOON AS POSSIBLE TO ENSURE FINAL STABILIZATION OF THE SITE.
6. WATTLE CHECK DAMS: SILT FENCE AND HAY BALES ARE NOT ACCEPTABLE FORMS OF CHECK DAMS WITHIN TEMPORARY DIVERSION DITCHES, SWALES OR OTHER AREAS OF CONCENTRATED FLOW. CONTRACTOR SHALL USE SAND BAGS OR STONE DAMS TO CHECK FLOW. WATTLES MAY ALSO BE USED WHERE LOWER FLOWS/SMALLER DRAINAGE AREAS OCCUR.
7. HOUSEKEEPING & MAINTENANCE PRACTICES: ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. NON-FUNCTIONING EROSION CONTROLS SHALL BE REPAIRED, REPLACED, OR SUPPLEMENTED WITH FUNCTIONAL CONTROLS WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW. WALK THROUGH INSPECTIONS ARE RECOMMENDED BEFORE ANTICIPATED STORM EVENTS TO VERIFY THE INTEGRITY OF EROSION CONTROL MEASURES AND TO DETERMINE IF ADDITIONAL MEASURES ARE NEEDED. SEDIMENT BASINS WILL BE CLEANED OUT WHEN THE LEVEL OF SEDIMENT REACHES 2.0 FEET BELOW THE TOP OF THE RISER, AND/OR WHEN THE CAPACITY HAS BEEN REDUCED BY 50%. SILT FENCE SHALL BE CLEANED OUT WHEN SEDIMENT REACHES $\frac{1}{2}$ OF THE HEIGHT OF THE FENCE. MAINTENANCE AND REPAIR OF EQUIPMENT SHALL BE PERFORMED OFF-SITE. MATERIAL WASH OUT SHALL OCCUR EITHER OFF-SITE OR WITHIN DESIGNATED WASH OUT AREAS.
8. POST-CONSTRUCTION CONTROL MEASURES: AS CONSTRUCTION IS COMPLETED, PERMANENT VEGETATIVE GROWTH SHALL BE ESTABLISHED ON DISTURBED SOILS TO IMPROVE SOIL STABILITY AND PROVIDE A BUFFER ZONE FOR LOOSE MATERIAL. LINED DITCHES SHALL BE INSTALLED AS SPECIFIED IN THE EROSION CONTROL SEQUENCE TO REDUCE EROSION IN CONCENTRATED FLOW AREAS AND RIP-RAP WILL BE PLACED AS SPECIFIED TO DISSIPATE FLOW ENERGY AND REDUCE FLOW VELOCITY. TEMPORARY BMPs MUST BE REMOVED FROM THE SITE WHEN THEY ARE NO LONGER NEEDED.

PROPOSED	DESCRIPTION
— SF —	SILT FENCE PROTECTION
.....	LIMITS OF DISTURBANCE
	WATTLE CHECK DAM/INLET PROTECTION



PROJECT TITLE:		SHEET TITLE:	
EROSION CONTROL PLAN (SWPPP)		SITE DEVELOPMENT	
DATE: 00 JAN 2024		SCALE: AS SHOWN	
DRAWN BY: WSD		REVIEWED BY: WSD	
SHEET NUMBER: 6			

OWNER:	
	GILREATH CONSTRUCTION COMPANY, LLC. 140 OLD US 80 SUITE C BRANDON, MS 39042

DRAWING ISSUED	
No.	Date
1	06-03-24
2	08-30-24



NOT FOR CONSTRUCTION

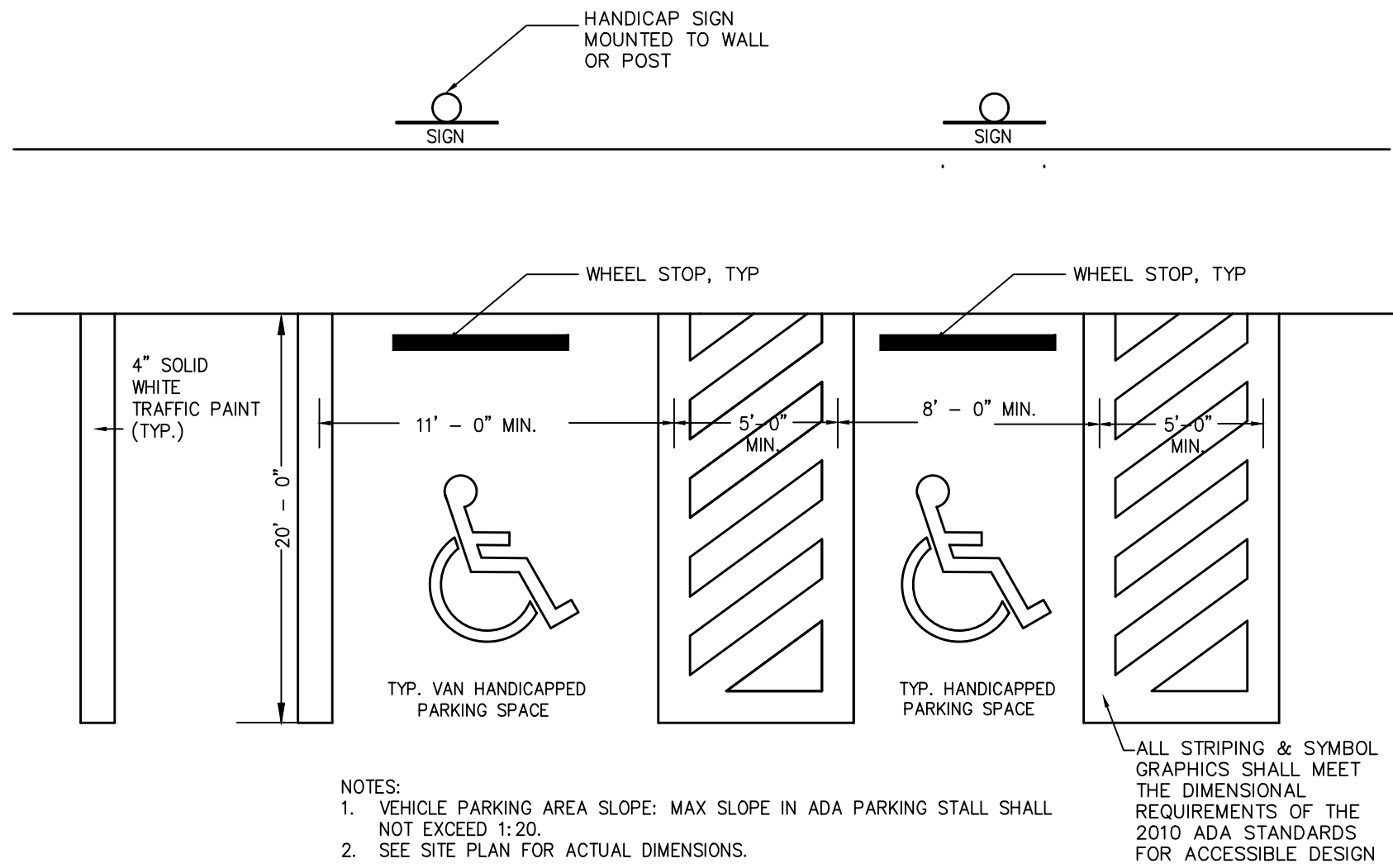
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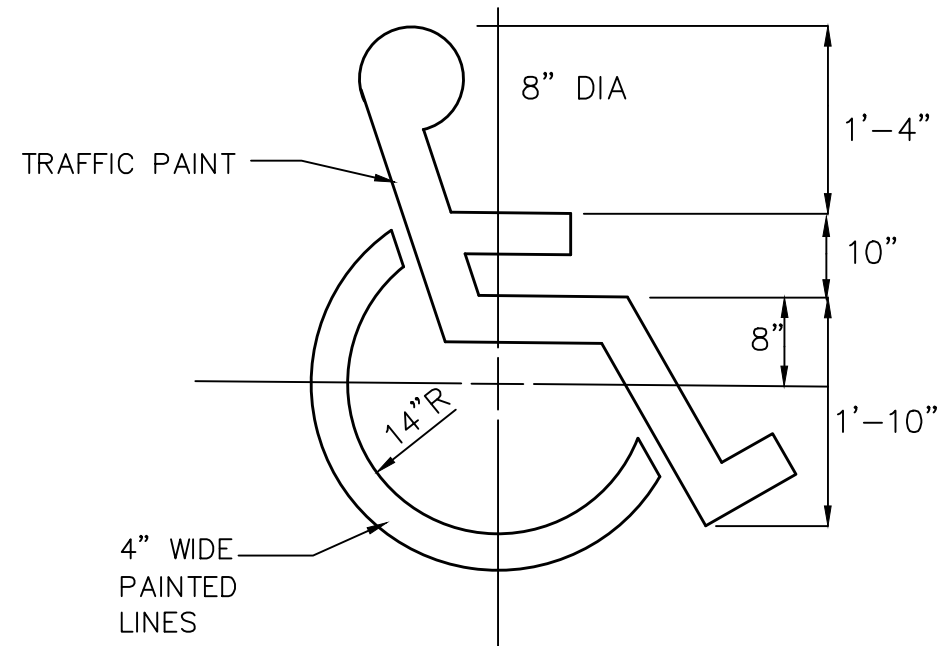
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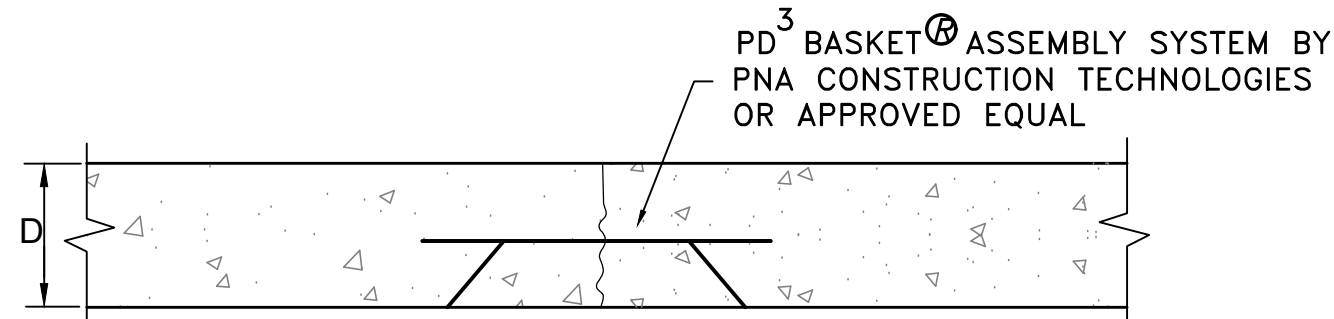
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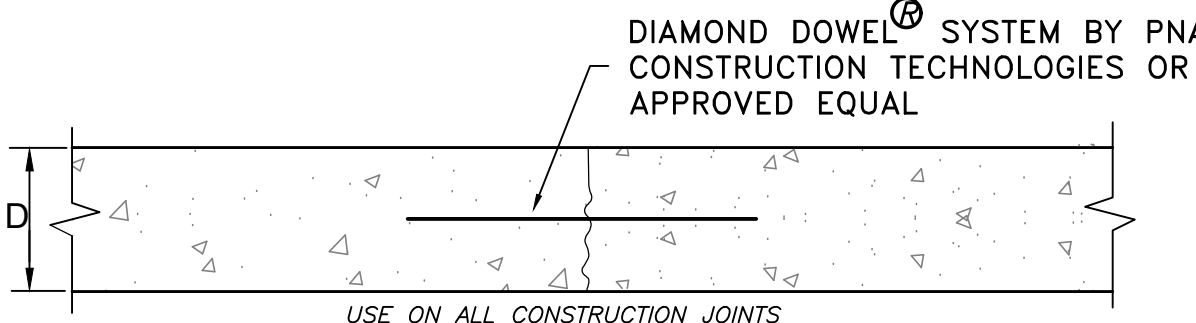
HANDICAPPED PAVEMENT STRIPING
N.T.S.



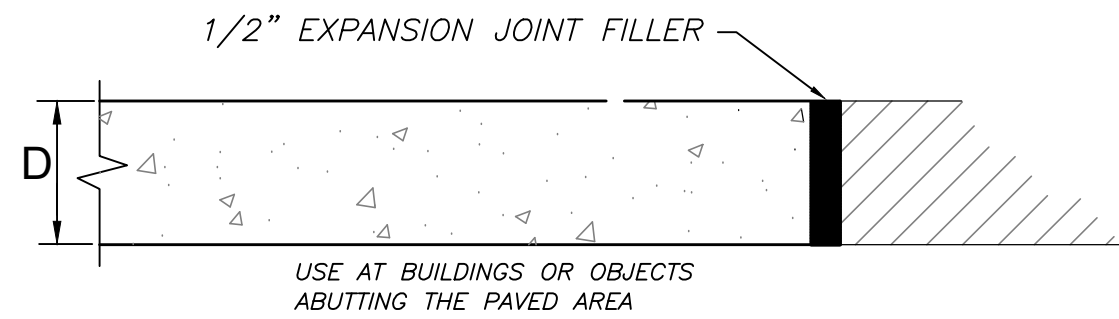
PAINTED HANDICAPPED SYMBOL
N.T.S.



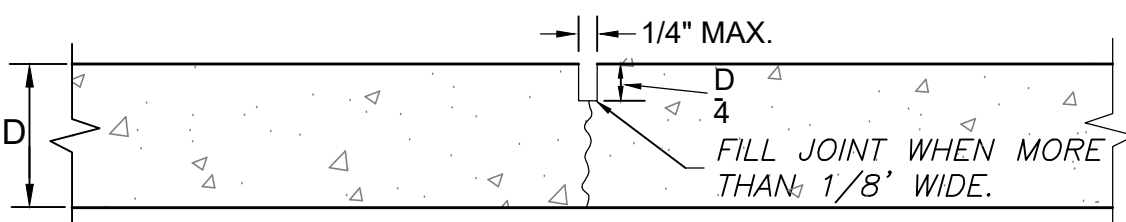
JOINT REINFORCEMENT @ SAW-CUT CONTRACTION JOINTS



JOINT REINFORCEMENT @ CONSTRUCTION JOINTS



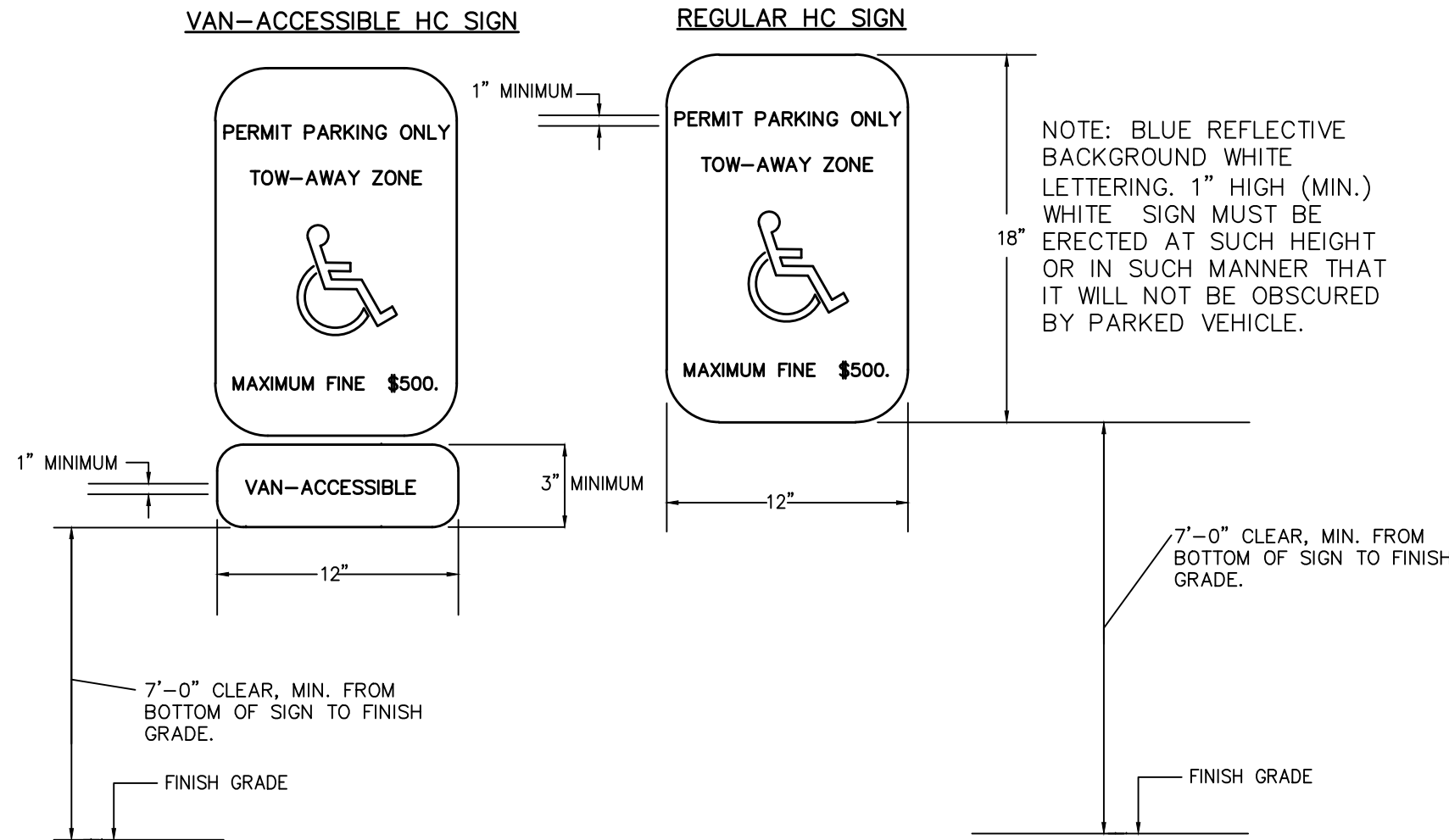
ISOLATION JOINT



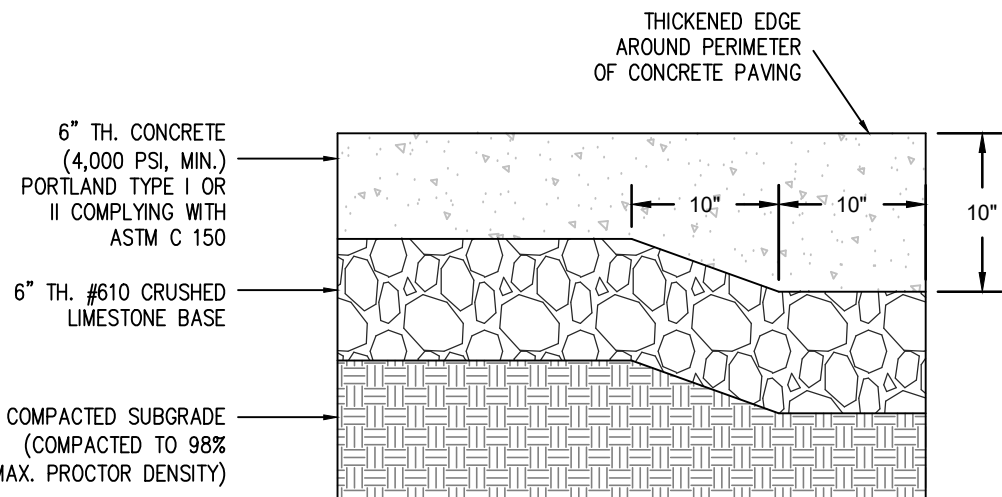
SAWED JOINT

NOTE: ALL JOINTS SHALL BE SEALED

CONCRETE PAVING JOINT DETAILS
NTS

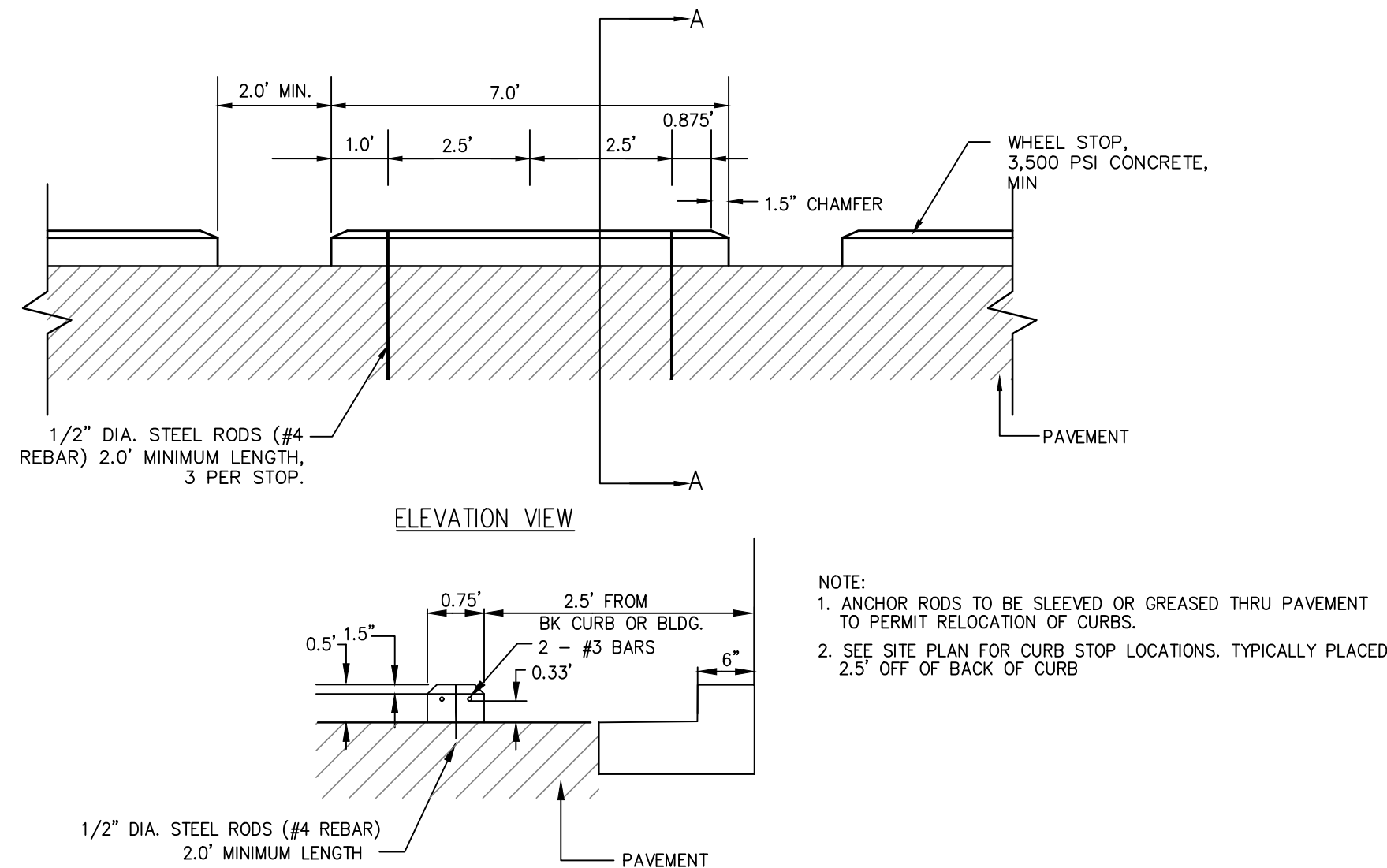


HANDICAP SIGN DETAILS
N.T.S.

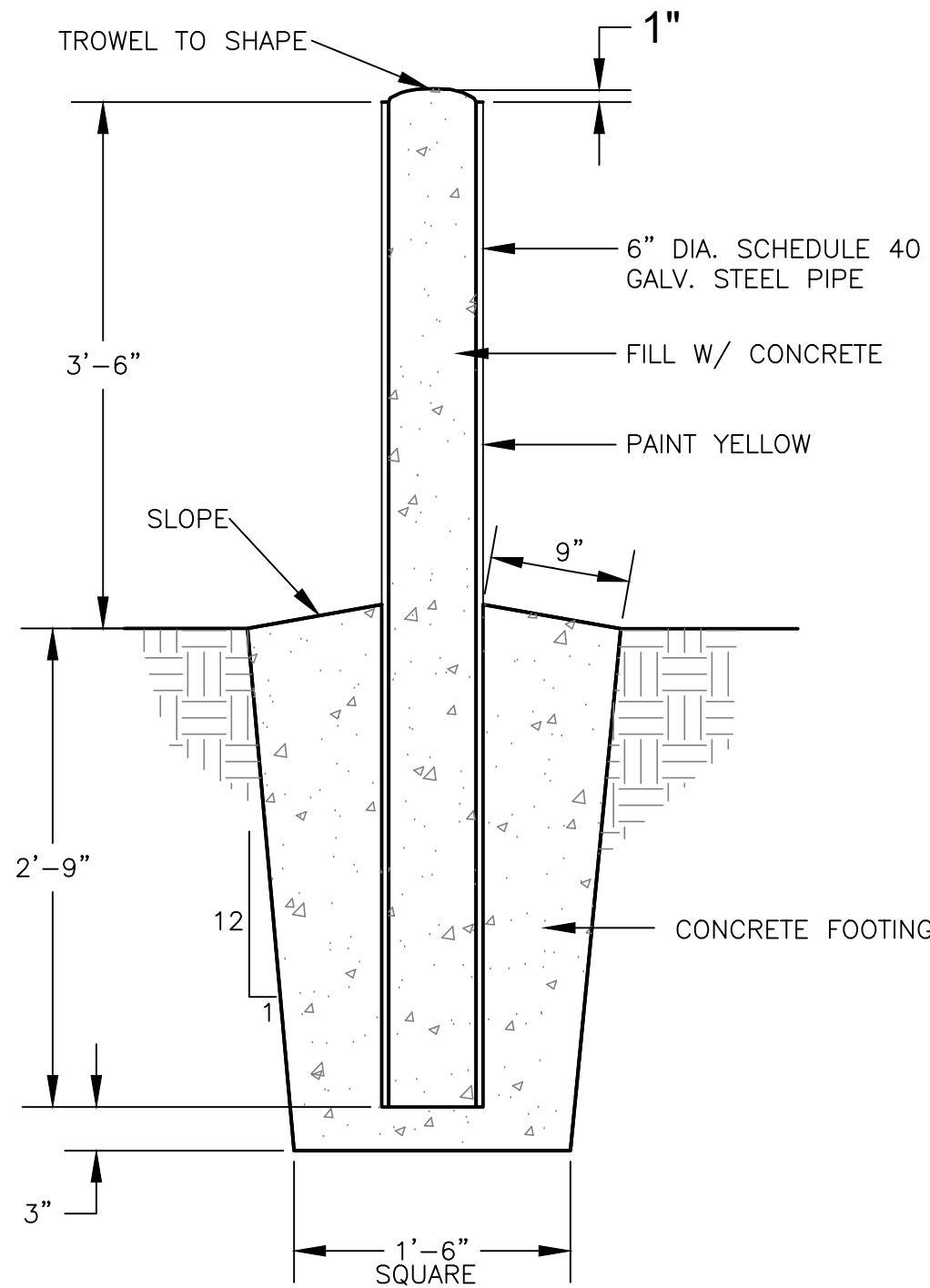


HEAVY DUTY CONCRETE PAVEMENT
N.T.S.

NOTE: USE THIS DETAIL FOR DUMPSTER PAD CONCRETE



WHEEL STOP DETAIL
N.T.S.



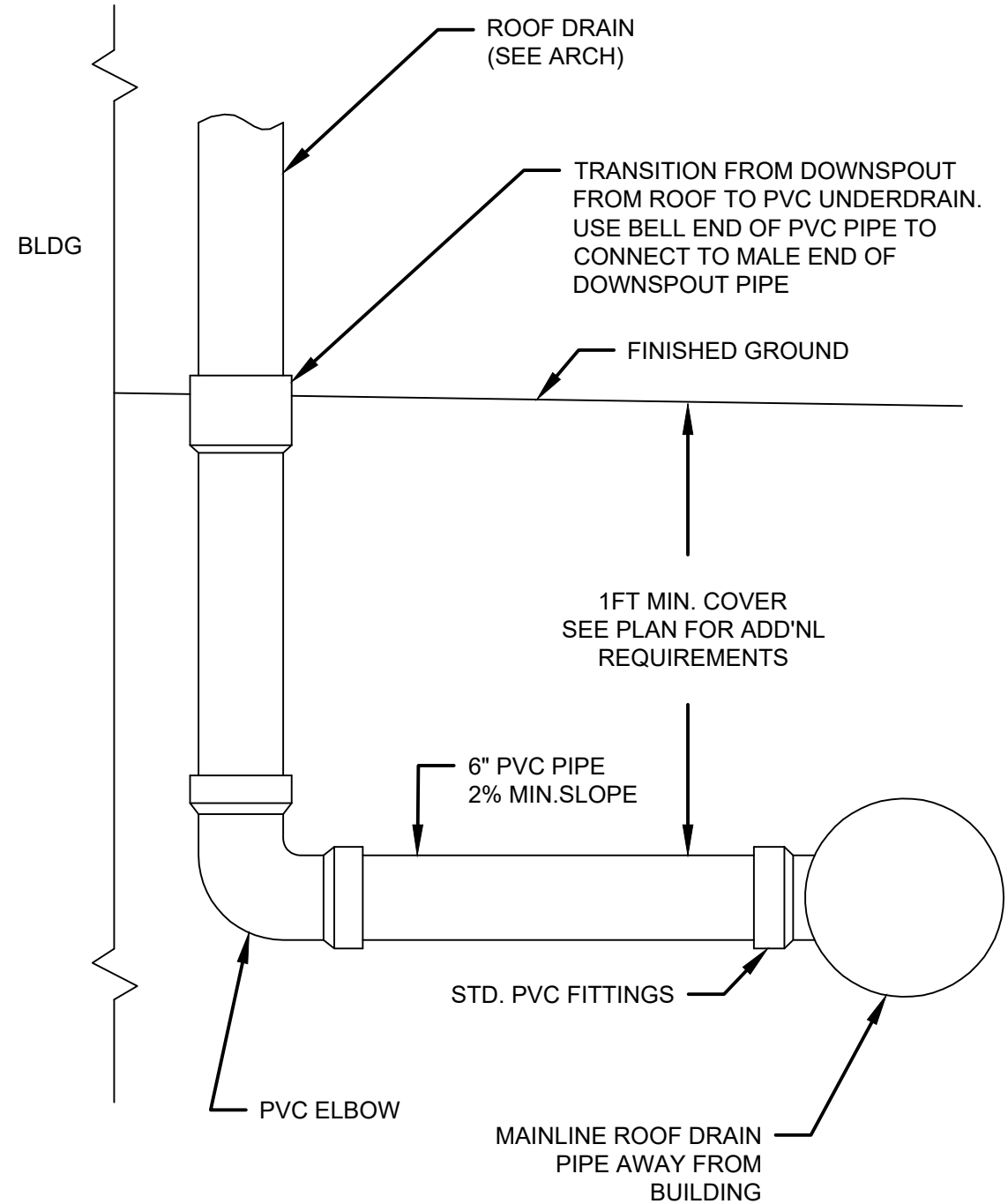
BOLLARD DETAIL
N.T.S.

No.	Date	Description
1	06-03-24	PLANS SUBMITTED FOR REVIEW
2	08-30-24	PLANS REISSUED FOR REVIEW

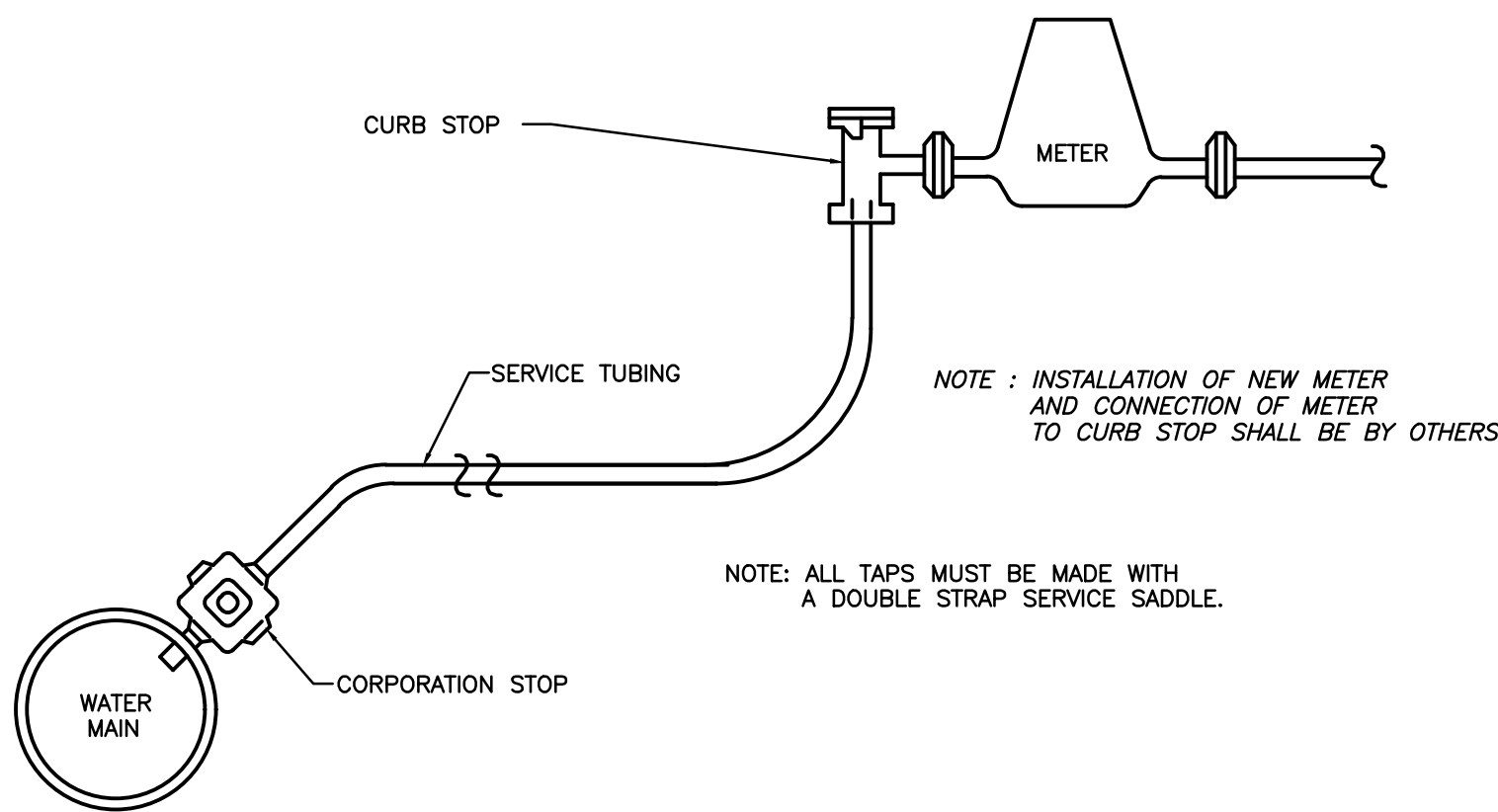
PROJECT TITLE:	SITE DETAILS
SHEET TITLE:	
SITE DEVELOPMENT	

DATE:	00 JAN 2024
SCALE:	AS SHOWN
DRAWN BY:	WSD
REVIEWED BY:	WSD

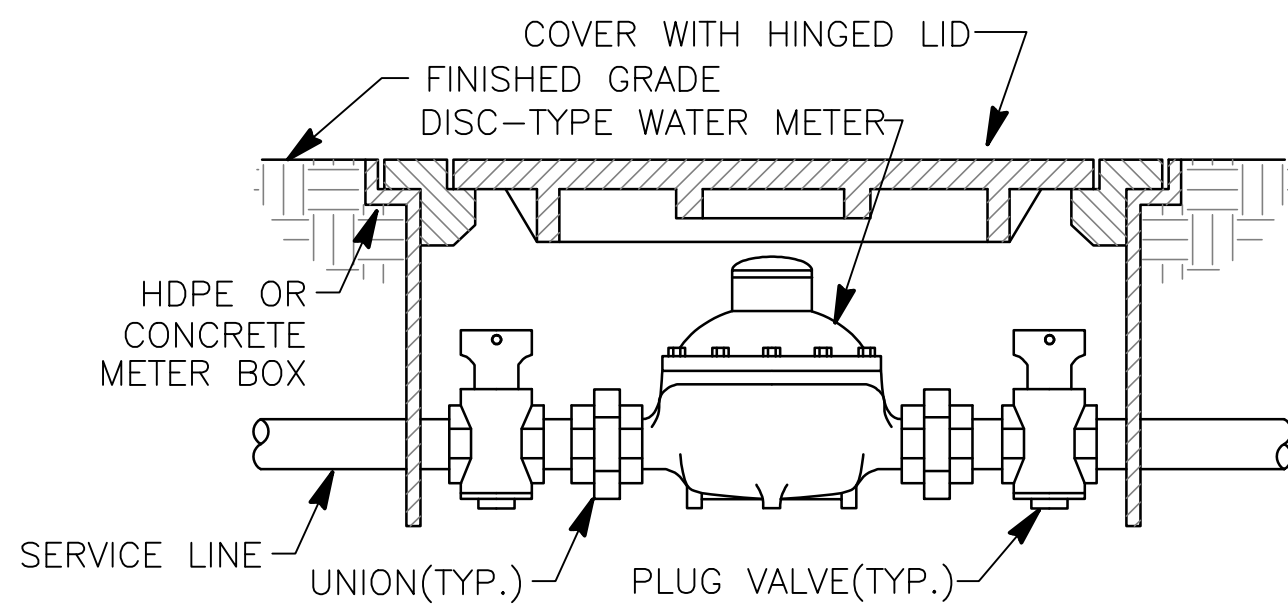
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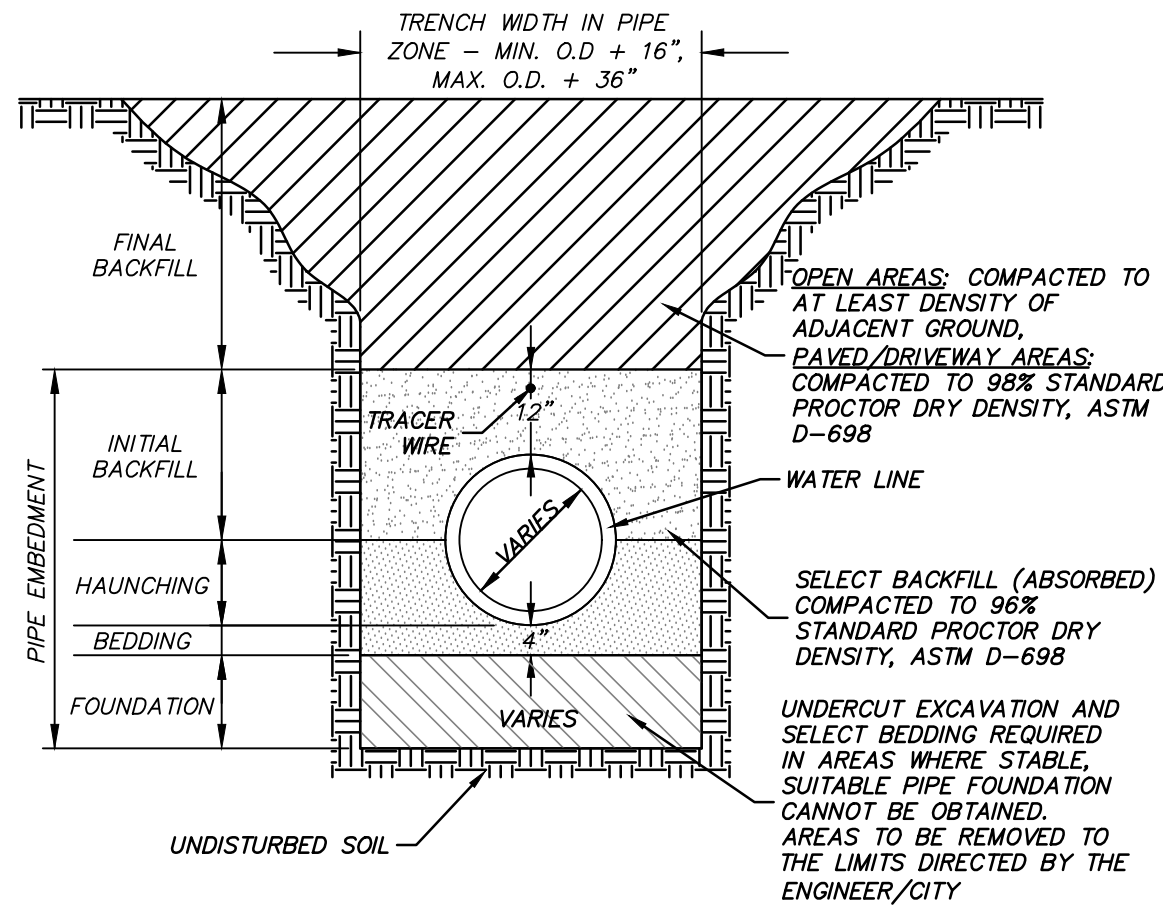
ROOF DRAIN CONNECTION DETAIL
(NTS)



DOM. WATER SERVICE TAP & METER ASSEMBLY DETAIL
SCALE: NONE



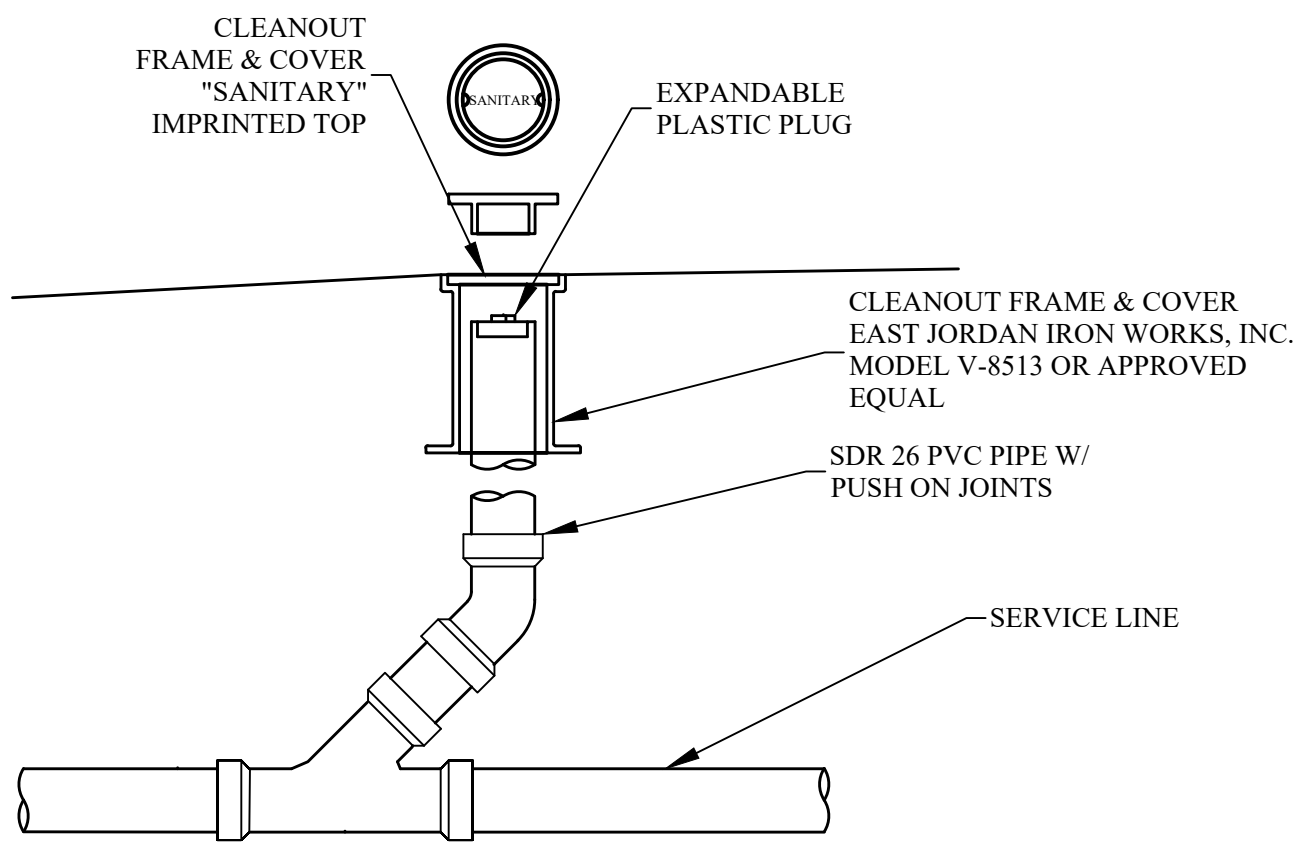
WATER METER INSTALLATION DETAILS
SCALE: NONE



TYPICAL TRENCH NOTES:

- UNDERCUT EXCAVATION SHALL BE REQUIRED AS DIRECTED BY ENGINEER IF MATERIAL AT PLANNED GRADE WILL NOT PROVIDE STABLE TRENCH BOTTOM FOR PIPE LAYING. IT SHALL BE PAID FOR AS "UNDERCUT EXCAVATION" AND SPOILED AS DIRECTED BY ENGINEER OR REQUIRED IN CONTRACT DOCUMENTS.
- FOUNDATION MATERIAL SHALL BE PAID FOR UNDER PAY ITEM "SELECT BEDDING MATERIAL."
- BEDDING & HAUNCHING MATERIAL SHALL BE AN ABSORBED COST PER FOOT OF PIPE. QUANTITIES FOR BEDDING MATERIAL (IF PROVIDED) ARE INTENDED TO BE USED FOR FOUNDATION MATERIAL.
- INITIAL BACKFILL SHALL BE AN ABSORBED COST.
- IF CONTRACTOR PROPOSES TO USE NATIVE MATERIAL FOR PIPE EMBEDMENT AND/OR FINAL BACKFILL, CONTRACTOR SHALL PROVIDE TEST RESULTS TO ENGINEER STATING WHETHER NATIVE MATERIAL MEETS PROJECT SPECIFICATIONS FOR USE AS PIPE EMBEDMENT MATERIAL OR FINAL BACKFILL. IF NATIVE MATERIAL MEETS REQUIREMENTS FOR SUCH THEN IT SHALL BE USED BY CONTRACTOR FOR THIS PURPOSE AND SHALL BE AN ABSORBED COST PER FOOT OF PIPE.
- FINAL BACKFILL IS AN ABSORBED COST PER FOOT OF PIPE AND SHALL BE EITHER:
 - NATIVE MATERIAL IN OPEN AREAS UNLESS OTHERWISE DIRECTED BY THE ENGINEER, OR
 - SELECT MATERIAL IN TRENCHES CONSTRUCTED UNDER OR WITHIN 5' OF ROADWAYS, CURBED OR PAVED AREAS. MATERIAL SHALL EXTEND 5' BEYOND THE EDGE OF PAVING STRUCTURE(S).
- TRENCH SETTLEMENT REPAIR (INCLUDING RE-GRASSING IS THE CONTRACTOR'S RESPONSIBILITY DURING WARRANTY PERIOD.
- DEWATERING OF ANY TRENCH FOR ANY REASON IS THE RESPONSIBILITY OF THE CONTRACTOR AT NO EXTRA COST TO THE OWNER.

TYPICAL TRENCH FOR PVC WATER & SEWER LINES



SANITARY CLEANOUT CONNECTION
SCALE: NONE

HOLE OPENING				OPENING			
ROUND RCP	INCHES	CONCRETE QUANTITY (CY)	ARCH RCP	INCHES	CONCRETE QUANTITY (CY)	CONCRETE QUANTITY (CY)	CONCRETE QUANTITY (CY)
SIZE	NO. OF	SPACING (IN.)	SIZE	NO. OF	SPACING (IN.)	SPACING (IN.)	SPACING (IN.)
12	3	20	4	0.017	12	3	20
15	3	20	4	0.032	12	3	20
18	3	20	4	0.048	12	3	20
21	3	20	4	0.060	12	3	20
24	3	20	4	0.076	12	3	20
27	3	20	4	0.085	12	3	20
30	3	20	4	0.118	12	3	20

MINIMUM PIPE DEPTH				TOP OF COVER TO PIPE INVERT			
ROUND RCP	INCHES	ARCH RCP	INCHES	ROUND RCP	INCHES	ARCH RCP	INCHES
SIZE	NO. OF	SPACING (IN.)	SIZE	NO. OF	SPACING (IN.)	SPACING (IN.)	SPACING (IN.)
12	3	20	4	0.017	12	3	20
15	3	20	4	0.032	12	3	20
18	3	20	4	0.048	12	3	20
21	3	20	4	0.060	12	3	20
24	3	20	4	0.076	12	3	20
27	3	20	4	0.085	12	3	20
30	3	20	4	0.118	12	3	20

MAXIMUM PIPE SIZE				CONCRETE QUANTITIES			
INLET OR JUNCTION BOX	ROUND RCP	ARCH RCP	INCHES	INLET OR JUNCTION BOX	ROUND RCP	ARCH RCP	INCHES
SIZE	NO. OF	SPACING (IN.)	SIZE	NO. OF	SPACING (IN.)	SPACING (IN.)	SPACING (IN.)
12	3	20	4	0.017	12	3	20
15	3	20	4	0.032	12	3	20
18	3	20	4	0.048	12	3	20
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24	3	20	4	0.076	12	3	20
27	3	20	4	0.085	12	3	20
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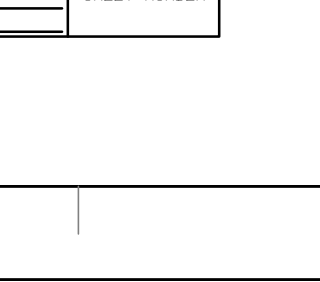
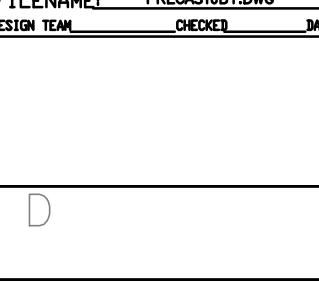
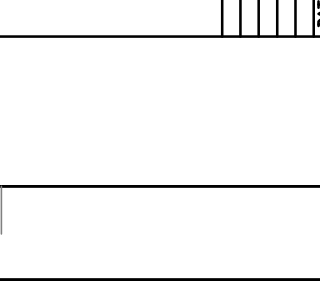
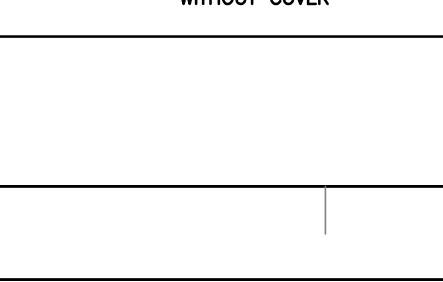
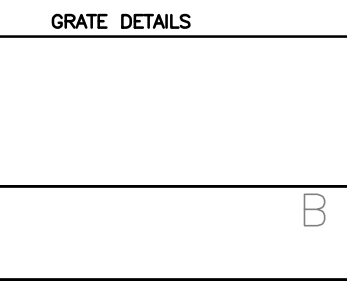
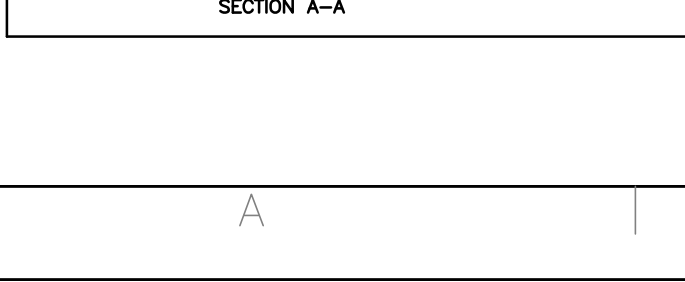
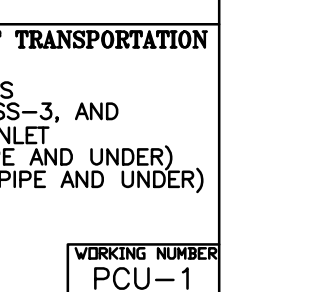
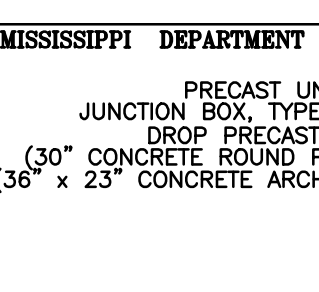
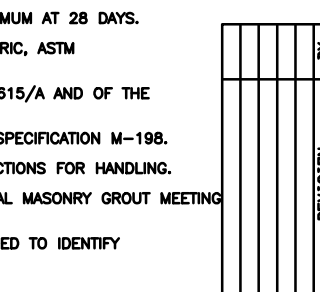
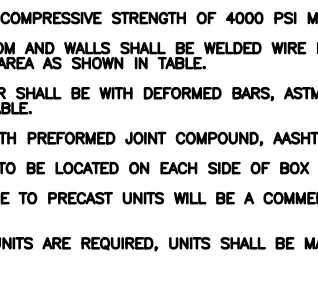
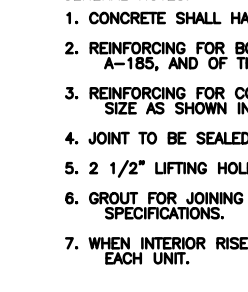
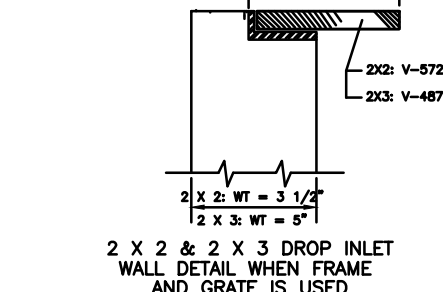
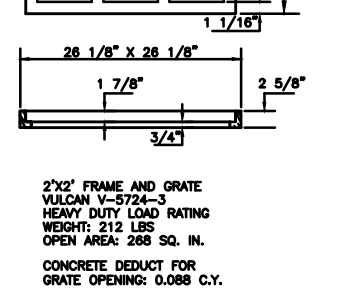
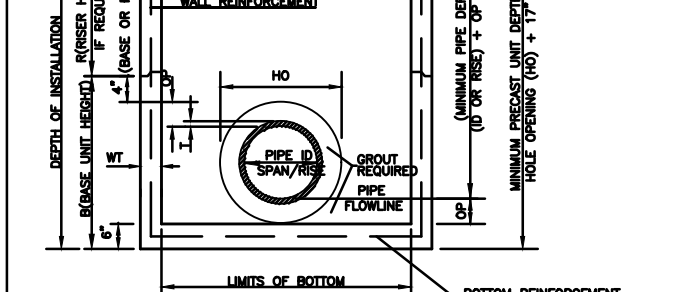
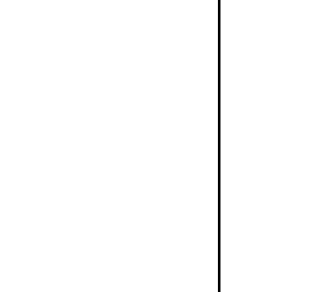
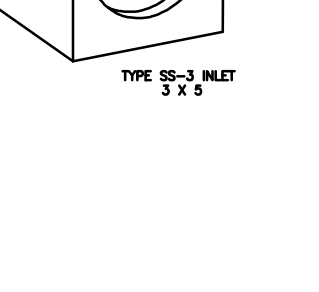
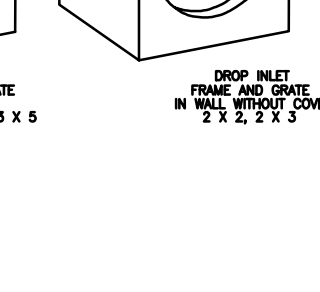
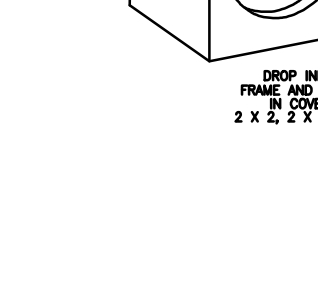
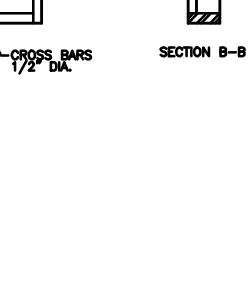
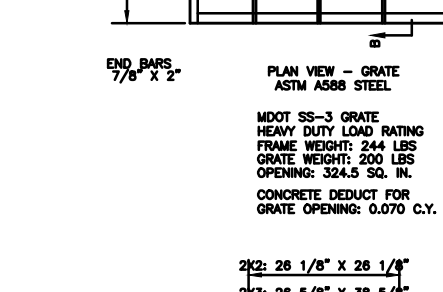
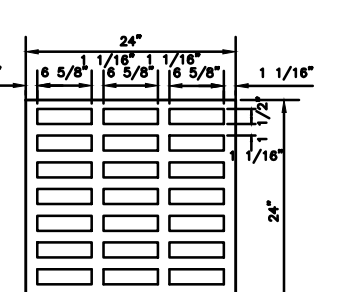
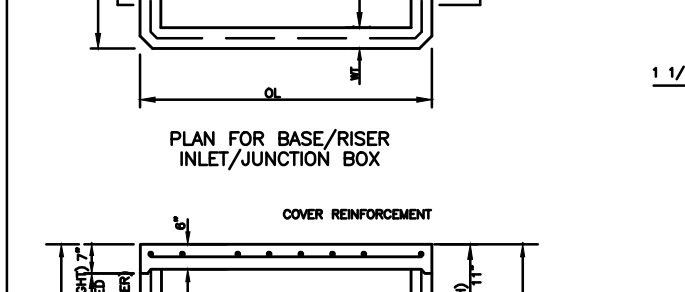
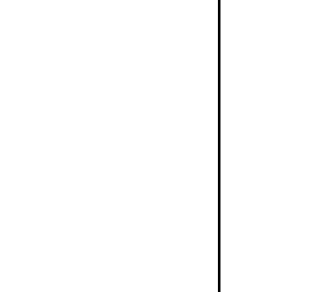
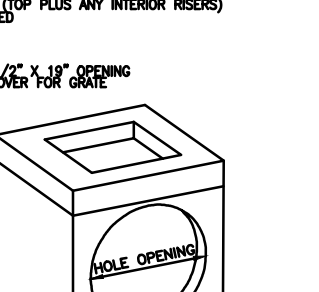
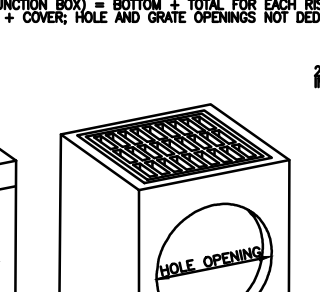
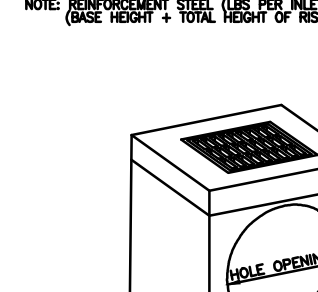
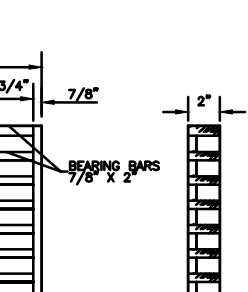
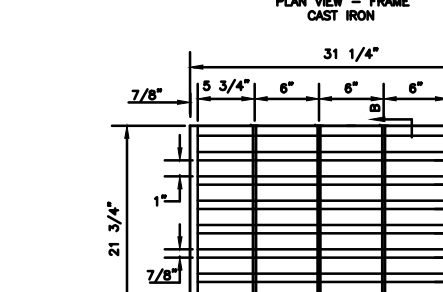
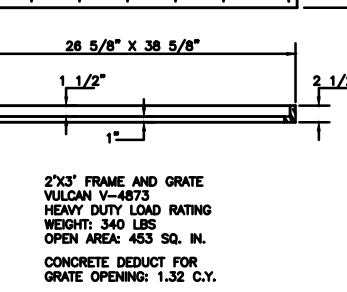
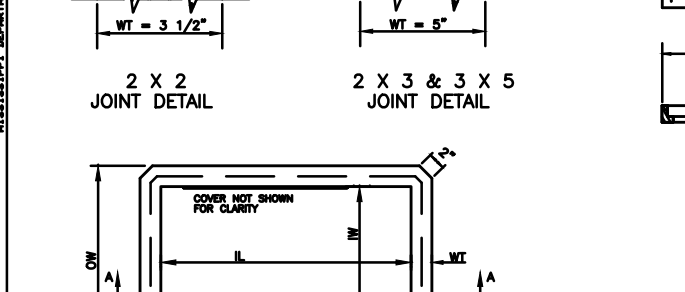
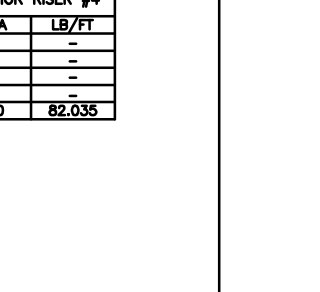
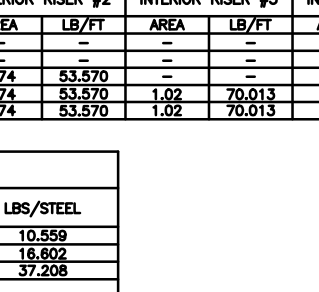
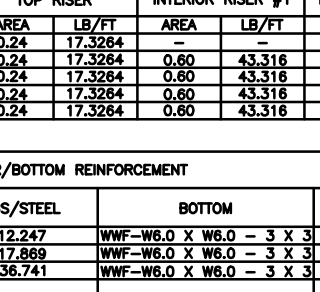
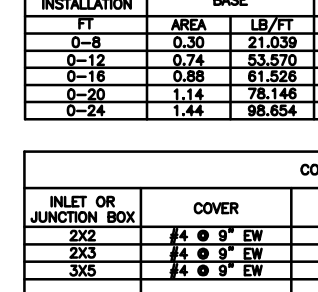
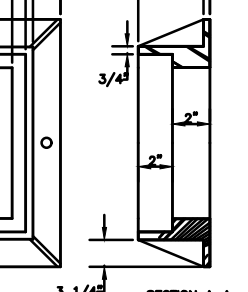
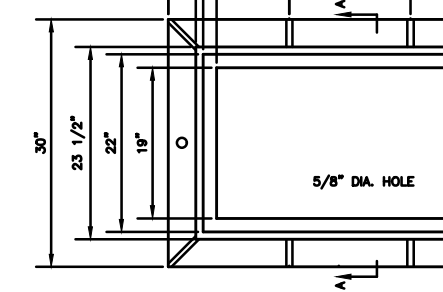
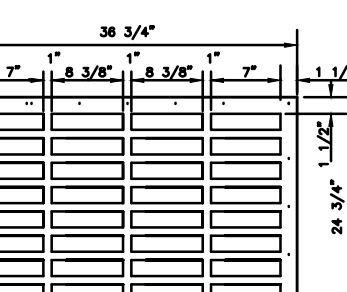
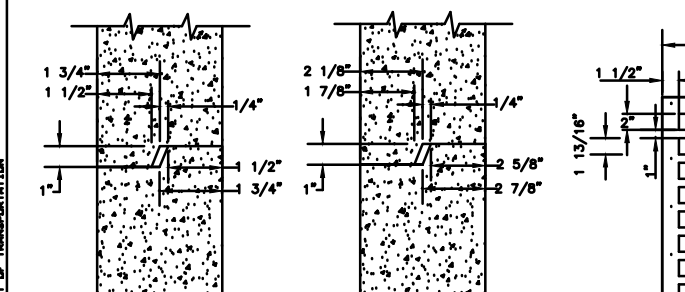
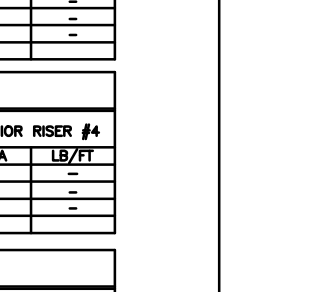
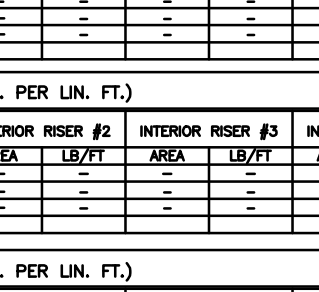
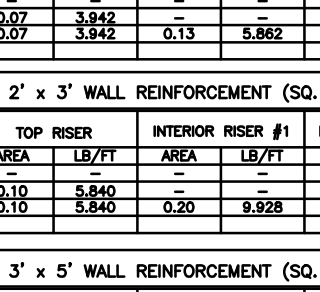
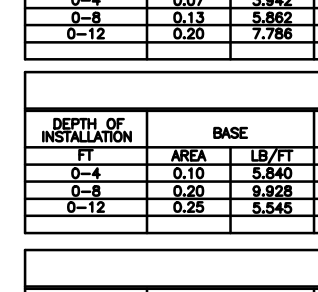
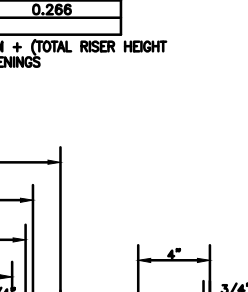
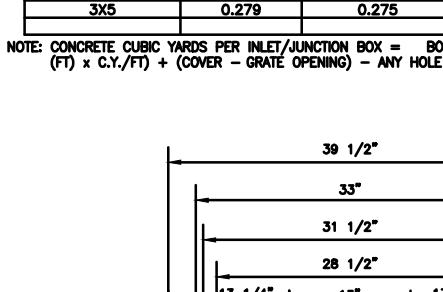
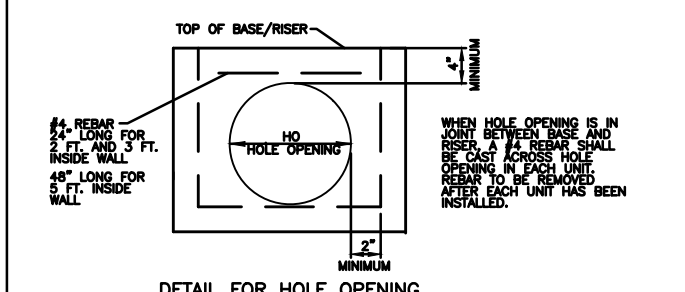
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INLET OR JUNCTION BOX	ROUND RCP	ARCH RCP	INCHES	INLET OR JUNCTION BOX	ROUND RCP	ARCH RCP	INCHES
SIZE	NO. OF	SPACING (IN.)	SIZE	NO. OF	SPACING (IN.)	SPACING (IN.)	SPACING (IN.)
12	3	20	4	0.017	12	3	20
15	3	20	4	0.032	12	3	20
18	3	20	4	0.048	12	3	20
21	3	20	4	0.060	12	3	20
24	3	20	4	0.076	12	3	20
27	3	20	4	0.085	12	3	20
30	3	20	4	0.118	12	3	20

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24	3	20	4	0.076	12	3	20
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30	3	20	4	0.118	12	3	20





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 09/19/2024
SUBJECT: CONSIDERATION TO APPROVE CORNERSTONE PART 11 FINAL

ATTACHMENTS:

1. Memo - Cornerstone Phase 11 Final Plat



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: SAM HAWKINS
CC: MARK BAKER, MARY ANN HESS
BOARD AGENDA: SEPTEMBER 23, 2024
SUBJECT: CONSIDERATION TO APPROVE THE CORNERSTONE PHASE 11 FINAL PLAT

Consideration to approve the Cornerstone Phase 11 Final Plat.

Summary:

This plat contains 40 lots located on Grants Ferry Parkway. It is the last phase of a multi-phase subdivision.

Construction traffic will be limited to access to and from the subdivision from Grants Ferry Parkway.

The final plat has been reviewed and recommended by staff for approval contingent upon the completion of the items below:

- Provision of three hard copies for the Mayor and Clerk to sign and submit to Rankin County.
- Payment of plat fee.

ATTACHMENTS:

Cornerstone Phase 11 Final Plat
Restrictive Covenants
Warranty Statement
MDEQ Wastewater Approval Letter



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

September 11, 2024

Mr. Terry Thornton, Owner
Thornton Construction Company, Inc.
115 Bragg Street
Brandon, MS 39047

Dear Mr. Thornton:

Re: Cornerstone Part 11
Lot Nos. 358-397
Brandon, Rankin County
Project No. 79710-PLA20230001

Our technical review of the as-built plans for the referenced wastewater collection project has been finalized. It appears the project was constructed according to MDEQ Design Guidance. Therefore, we have no further comments.

Should you have any questions, please contact me at (601) 961-5171.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bradley R. Crain".

Bradley R. Crain, P.E., BCEE
Chief, Municipal & Private Facilities Branch
Environmental Permits Division

cc: William F. Moody, P.E., BCEE, MSDH
Blake Alford, P.E., Benchmark Engineering & Surveying, LLC

OFFICE OF POLLUTION CONTROL

POST OFFICE BOX 2261 • JACKSON, MISSISSIPPI 39225-2261 • TEL: (601) 961-5171 • FAX: (601) 354-6612 • www.mdeq.ms.gov

Facebook: @mdeq.ms • Twitter: @MDEQ • Instagram: @MDEQ

AN EQUAL OPPORTUNITY EMPLOYER

Prepared by and return to:

Thornton Construction Co., Inc.
115 Bragg St.
Brandon, MS 39047

**MASTER DECLARATION OF COVENANTS
OF
CORNERSTONE SUBDIVISION, PART 11**

These covenants are made and executed on the date set forth herein by Thornton Construction Co., Inc. a Mississippi Corporation company. These covenants shall encumber and protect the real properties identified as:

Lots 358-397, Cornerstone Subdivision, Part 11, a Subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi in Plat Cabinet _____ at Slot _____, reference to which map or plat in hereby made in aid of and as a part of this description. (It is contemplated that each lot will have a owner, but for purpose of these covenants, the lots may collectively be referred to as "the property.")

1. The property shall be encumbered and protected by those covenants recorded in Book 2006, Page 12683, as amended (including but not limited to the amendments recorded in Book 2009, Page 19665 and Book 2011, Page 8796), said covenants and amendments being made a part hereof by reference; however, to the extent that the terms of this "Master Declaration of Covenants of Cornerstone Subdivision, Part 10" conflict with the terms of the previously referenced covenants and amendments, this "Master Declaration of Covenants of Cornerstone Subdivision, Part 11 shall Control.
2. All owners of a lot shall be members of the Cornerstone Subdivision Homeowners Association, Inc., a Mississippi non-profit corporation, its successor or assign, and have the same benefits, privileges, obligations, and responsibilities as all other members of said association.

3. Minimum Living Space requirements for the main structure of any Dwelling erected on any lot, exclusive of any porches and garages, shall be 2000 square feet of heated and cooled floor space, exclusive of open porches and garages. Each home must have at a minimum, a 2 car garage.
4. The setback requirements for all lots shall be as set forth in the recorded plat.
5. All sidewalks constructed on any lot within this subdivision shall be built to comply with standards required by the Americans with Disabilities Act and all other governmental requirements as of the time the sidewalk (or the portion of the sidewalk) is constructed.

6. RENTALS

A. Not more than 25% of the gross total number of lots in this Phase, regardless of the nature of the lease, or the purpose of the lease, may be leased for any reason. For any such lease, no part or portion of a Lot or dwelling (as distinguished from the entire Lot or dwelling) shall be rented for any period. The entire dwelling and all the improvements on the Lots must be leased and then only for a minimum term of twelve (12) months, except as otherwise provided herein.

B. No Lots or dwellings shall be leased or rented under any time-sharing, time interval, or right-to-use programs. Any owner or tenant of any lot or dwelling who shall lease or rent such lot or dwelling shall promptly following execution of a rental agreement, or upon the request in writing of the Board of Directors, forward a conformed copy of such rental agreement to the Board of Directors and to the Management Agent, if any.

C. All lease or rental agreements shall be in writing and must be submitted to the HOA for approval. Any such agreements shall contain, or shall be deemed to contain, a provision to the effect that the rights of the tenant to use and occupy the dwelling shall be subject and subordinate in all respects to the provisions of this Declaration to the Bylaws and to such reasonable Neighborhood Rules as the Board of Directors from time to time may duly adopt and promulgate among the Members. Such lease agreement shall further provide that any failure by the tenant to comply with any of the same shall be a default under the lease agreement.

D. The provisions of this Section notwithstanding, an allowance is permitted for "cover leases" by residential homebuilders within the first 36 months after the issuance of certificate of occupancy for up to 36 months. By the terms hereof a "cover lease" is a lease by the homebuilder to enable them to place their newly-built houses for lease to provide "cover" for the homebuilder if the house is on the market for a greater than anticipated or expected period of time before sale.

E. The prohibitions of this section shall not be interpreted or construed to prevent the use and

occupancy of a dwelling by a member of an Owner's immediate family, related by blood or marriage, during a term of limited duration when the Owner is away for an extended period of time but is expected to return.

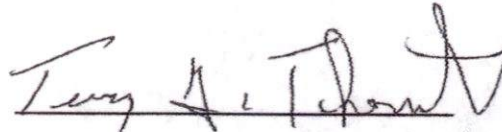
F. The provisions of this Section ___ notwithstanding, an allowance or exception is made for true lease-purchases, whereby the owner is required to close on the purchase of the dwelling house within a certain set period of time, not to exceed three years after the inception of the lease-purchase agreement, and at least 5% of each lease payment is applied as a credit against the purchase price, and the lessee, in addition to lessor, is liable for compliance with the protective covenants.

G. The provisions for amendment of these Protective Covenants notwithstanding, this Section ___, Paragraphs A-G, may not be amended without the written consent of the governing authority of the City of Brandon, Mississippi.

This the 3rd day of April 2023

Thornton Construction Co. Inc.

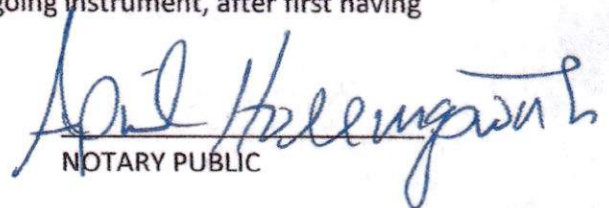
By:



Terry G. Thornton

STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the county and state, this 3rd day of April 2023 within my jurisdiction, the within named Terry G. Thornton, who acknowledged that he is Owner of Thornton Construction Co., Inc. a Mississippi Corporation Company, and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.


NOTARY PUBLIC



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: LYDIA EASELY, JOSEPH FRENCH
DATE: 09/20/2024
SUBJECT: SCHOOL LAW ENFORCEMENT OFFICER AGREEMENT

Request permission for Mayor Butch Lee and City Clerk Mary Ann Hess to sign the School Law Enforcement Officer Agreement for the FY24-FY25 school year.

ATTACHMENTS:

1. 9-23 LEO agreement