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January 7, 2025

Ronnie Vanney
Director of Public Works
Bay St. Louis, MS. 39520

Ref: Replace breakaway poles n HWY 603

Ronnie,

We are pleased to provide the following for the referenced project above. Scope of work to follow.

We can perform this work with labor and equipment for the proposed amount of **\$52,500.00** dollars.

Labor:	\$8,333.00
Material:	\$40,000.00
<u>Equipment:</u>	<u>\$4,167.00</u>
Total:	\$52,500.00

Standard Terms and Conditions

(Effective January 1st, 2019)

Terms Applicable to All Contracts

- Agreement.** The entire agreement between Weaver Electric Inc. and the entity purchasing goods and services from Weaver Electric consists of these terms and conditions, any accompanying Proposal issued by Weaver Electric and any purchase order issued by Purchaser (except to the extent such purchase order contains additional, different, or inconsistent terms or conditions, all of which are expressly rejected; Purchaser acknowledges this rejection by allowing Weaver Electric to commence performance of the work required by this Contract). All of these documents collectively comprise the Contract. To the extent any Proposal issued by Weaver Electric conflicts with these terms and conditions, these terms and conditions shall control. Price Proposal issued by Weaver Electric are valid for 30 days and, if not accepted by Purchaser via purchase order within that time, may be changed by Weaver Electric without notice. "Purchaser" means the party to whom they accompanying Proposal issued by Weaver Electric is directed. "Deliverables" means the services, materials, and equipment to be supplied by Weaver Electric under the Contract. "Proposal" means any written or oral proposal, quote, quotation, or other offer by Weaver Electric to supply Deliverables. The Provisions of this contract are severable. If any part of the Contract is found to be invalid or unenforceable, the remainder of the Contract shall remain in full force and effect.

2. **Proposals.** Proposals issued by Weaver Electric address specific scope of work, pricing, scheduling and other items unique to the project, the Purchaser, and the Deliverables. The Proposals will indicate whether Weaver Electric intends to supply the Deliverables based on a fixed-price, time & materials, or both.
3. **Schedule and Delays.** Weaver Electric schedules and prioritizes projects based upon the date a purchase order form Purchaser is accepted by Weaver Electric. Schedules may be modified to reflect agreed changes or as a result of delays caused by Purchaser or occurrences outside the control of the parties. If Purchaser delays a project for more than 30 days, Purchaser will be invoiced and responsible for timely payment of the greater of a) the next project milestone billing or b) the sum of all services and materials delivered in excess of the sum of all previous billings. If the work of a Weaver Electric employee is postponed or suspended by Purchaser, or is delayed or does not proceed within reasonable time that it was initially scheduled for, due to no fault of Weaver Electric, Weaver Electric may demobilize all personnel and once requested remobilize same or different personnel when available. In this case, any additional charges, including travel time and expenses, and remobilization fees are the responsibility of the Purchaser.
4. **Changes.** Purchaser and Weaver Electric are authorized to change the terms or scope of the Contract. Changes may include but are not limited to: (a) redevelopment due to significant changes made by Purchaser; and (b) wiring, troubleshooting, debugging, or reverse engineering any materials, software, or system supplied by Purchaser. Changes may be authorized in writing, orally or by the conduct of the parties. Weaver Electric will provide Purchaser with pricing for the change in accordance with the Change Pricing provisions set forth below.
5. **Payment.** Payment is due within 30 days of invoicing. Any delinquent amounts will be subject to a 1.5% per month late fee. Purchaser is responsible for all costs and expenses incurred by Weaver Electric in collection, including reasonable attorney's fees. Failure to make payment when due shall entitle Weaver Electric to suspend its work under the Contract until all past-due amounts are paid and the Contract price shall be increased by any costs incurred by Weaver Electric for demobilization and remobilization. In the event Purchaser is not the end user or project owner, Purchaser agrees to release all funds paid to Purchaser covering Weaver Electric's work under the Contract immediately and irrespective of any retainage on the project or retainage held from Purchaser's billings. Purchaser will pay Weaver Electric in accordance with the Contract irrespective of whether Purchaser receives payment from third parties, including the end user project owner, covering Weaver Electric's work.
6. **Limitation of Liability.** Weaver Electric is not liable for any damages to equipment, property, or persons resulting from the improper use of Deliverables. Weaver Electric is not liable for any indirect, special, liquidated, consequential or incidental damages of any kind, including but not limited to, damages for LOSS OR USE of facilities or equipment, LOSS OF REVENUE, LOSS OF PROFITS or LOSS OF GOODWILL, regardless of whether Weaver Electric (a) has been informed of the possibility of such damages or (b) is negligent. Any damages for which Weaver Electric may be found liable under any circumstance under this Contract shall be limited to the amount actually paid by Purchaser under the Contract. In the event the work under the Contract is delayed for any reason, including an act or omission of Weaver Electric, Purchaser's sole remedy against Weaver Electric shall be to extend the time for performance of the Contract. All money damages caused by the delay are expressly waived by Purchaser. The overall performance and design of the process, including safety features and failure modes, are the responsibility of others and shall not be in Weaver Electric's scope of work. Any claim by Purchaser against Weaver Electric relating to the Contract, performance of the Contract, or otherwise arising out of Weaver Electric's work under the Contract, must be brought within one year and one day of the date when Purchaser first discovers the claim or the date when Purchaser could have discovered the claim using reasonable diligence or inquiry.
7. **Recruiting.** Purchaser shall not directly or indirectly offer to solicit the employment of, or attempt to establish a contract or work relationship with, any Weaver Electric employee during the term of this Contract, or any active contract between Purchaser and Weaver Electric, and for one year following the completion of all work thereunder. Purchaser acknowledges Weaver Electric will suffer damages if Purchaser violates this section and that these damages will be difficult to calculate. As a good faith, fair, and just estimate of the damages, Purchaser agrees to pay Weaver Electric \$150,000 for every employee it solicits in violation of this provision.
8. **Governing Law.** The Contract is governed by and construed in accordance with the laws of the state where the project is located. Any controversy or claim arising out of this Contract, or its breach, shall be settled by a court of law in Gulfport, Mississippi.
9. **Warranties.** Our warranty is for the electrical scope of work performed at the above reference project. All workmanship, materials and equipment provided by Weaver Electric Company shall be guaranteed to be free of defects and malfunctions for a period of one year commencing from the date of substantial completion. Warranty excludes repairs to damages or defects caused by the abuse of others, acts of God, lighting, water damage, improper or insufficient maintenance, improper operation of equipment, or wear and tear under normal usage. Any alterations or modifications to installed equipment, other than those performed by manufacturers' representatives or Weaver Electric personal shall void this guarantee. Lamps, fuses and consumables are not covered under this warranty. Manufacturers' warranties may exceed the time specified above and should be contracted should equipment fail outside the limitations specified above.

10. **Taxes.** Purchaser shall pay to Weaver Electric, in addition to amounts stated in the Proposal, the amount of all sales, use, or other taxes that may be imposed upon this transaction by the federal government or any state government, or, any subdivision, but only when Weaver Electric is required by law to collect or pay such taxes.

We trust you will find this to your satisfaction and if you should need any further assistance please do not hesitate to call.

Thank you for the opportunity!

Dondi C. Sawyer
Lighting Consultant
Weaver Electric Inc.
228-861-1016 cell
dcsawyer@weaverelectric.us

Date

Purchaser Signature

Printed Name

Title

Purchaser Order / Contract #

Scope of Work

Inclusions:

-Provide labor, material and equipment to install (5) new breakaway poles and arms

Exclusions:

-We do not include any other work other than specified
-We do not include tax