

**CITY OF BILOXI  
AGENDA ITEM  
FACT SHEET**

Item No.: 5C

Council Meeting Date: April 13, 2021

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

**SUMMARY EXPLANATION:**

Resolution accepting and approving Change Order No. Seven (7) to Standard Form of Agreement with Blackline Corporation for Capital Project No. 997: Saenger Theatre Exterior Repairs

Resolution  Ordinance \_\_\_\_\_ Public Hearing \_\_\_\_\_ Routine Agenda \_\_\_\_\_

Exhibits for Review

Contract  Minutes \_\_\_\_\_ Plans/Maps \_\_\_\_\_ Deed \_\_\_\_\_ Lease \_\_\_\_\_

Other (Specify): Exhibit A: Change Order No. Seven (7)

Submittal Authorization: Council President \_\_\_\_\_ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

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

ACTION TAKEN:

Resolution No.

RESOLUTION ACCEPTING AND APPROVING CHANGE ORDER NO. SEVEN (7) TO STANDARD FORM OF AGREEMENT WITH BLACKLINE CORPORATION FOR CAPITAL PROJECT NO. 997: SAENGER THEATRE EXTERIOR REPAIRS

WHEREAS, by Resolution No. 469-19, the governing authorities of the City of Biloxi (the "City") approved entry into that certain Standard Form of Agreement (the "Agreement") with Blackline Corporation ("Blackline") for Capital Project No. 997: Saenger Theatre Exterior Repairs ("Project 997");

WHEREAS, Blackline has submitted Change Order No. Seven (7), which revises the scope of work by providing for selective demolition and repairs;

WHEREAS, Change Order No. Seven (7), attached hereto as Exhibit "A," increases Blackline's compensation under the Agreement by Two Hundred Twenty-Six Thousand Five Hundred Forty-Eight and 74/100 Dollars (\$226,548.74), resulting in a total contract value of Three Million Four Hundred Thirty-Four Thousand Five Hundred Seventeen and 95/100 Dollars (\$3,434,517.95);

WHEREAS, Change Order No. Seven (7) extends the contract performance time by fifty-six (56) days, for a revised completion date of June 19, 2021;

WHEREAS, the Capital Project Budget for Project 997 contains sufficient funding for this Change Order No. Seven (7); and

WHEREAS, it is the recommendation of E. Michael Leonard, Chief Administrative Officer, that the City accept and approve Change Order No. Seven (7) to the Agreement with Blackline for Project 997.

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

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

SECTION TWO: The Mayor is, on behalf of the City of Biloxi, hereby authorized to accept and execute Change Order No. Seven (7), attached hereto as Exhibit "A," to the Standard Form of Agreement with Blackline Corporation for Capital Project No. 997: Saenger Theatre Exterior Repairs.

SECTION THREE: This resolution shall take effect and be in force from and after adoption.

**Change Order**

<b>PROJECT:</b> <i>(Name and address)</i> 16047 Biloxi Saenger Theater Biloxi, MS	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: August 06, 2019	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 007 Date: April 1, 2021
<b>OWNER:</b> <i>(Name and address)</i> City of Biloxi 140 Lameuse Street Biloxi, MS 39530	<b>ARCHITECT:</b> <i>(Name and address)</i> Dale Partners Architects P.A. 161 Lameuse Street Biloxi, Mississippi 39530	<b>CONTRACTOR:</b> <i>(Name and address)</i> Blackline Corporation 1902 15th Street, Suite 101 Gulfport, MS 39501

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

ITEM #1 Per Dale Partner's CCD-6 dated March 2, 2021 and per Blackline's PCO Request #14 dated February 18, 2021 and Blackline's PCO Request dated February 18, 2021.

Add to the Contract \$ 1,626.67

ITEM #2 Per Blackline's PCO Request 16 dated March 29, 2021 for Selective demolition and repairs.

Add to the Contract \$224,922.07


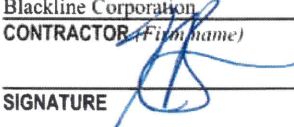
TOTAL ADD TO THE CONTRACT \$226,548.74

The original Contract Sum was	\$ 2,325,000.00
The net change by previously authorized Change Orders	\$ 882,969.21
The Contract Sum prior to this Change Order was	\$ 3,207,969.21
The Contract Sum will be increased by this Change Order in the amount of	\$ 226,548.74
The new Contract Sum including this Change Order will be	\$ 3,434,517.95

The Contract Time will be increased by Fifty-six (56) days.  
 The new date of Substantial Completion will be June 19, 2021

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Dale Partners Architects P.A. <b>ARCHITECT</b> <i>(Firm name)</i>  _____ <b>SIGNATURE</b> Leigh G. Jaunsen, AIA, LEED AP BD+C, Managing Partner PRINTED NAME AND TITLE 03.31.21 _____ <b>DATE</b>	Blackline Corporation <b>CONTRACTOR</b> <i>(Firm name)</i>  _____ <b>SIGNATURE</b> Kempton Batia, President PRINTED NAME AND TITLE 3-31-21 _____ <b>DATE</b>	City of Biloxi <b>OWNER</b> <i>(Firm name)</i> _____ <b>SIGNATURE</b> A.M. Gilich, Jr., Mayor PRINTED NAME AND TITLE _____ <b>DATE</b>
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# Document G714™ – 2017

RECEIVED	
IN	OUT
CW	CW
Mar. 03. 21	Mar. 05. 21

APPROVAL SIGNATURES & DATE	
Eng:	Bobby Carson Mar 04, 21
Prog Mgr:	
Director:	
Contracts:	
Code:	

## Construction Change Directive

<b>PROJECT:</b> <i>(name and address)</i> 16047 Biloxi Saenger Theater Biloxi, MS	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: August 06, 2019	<b>CCD INFORMATION:</b> Directive Number: 006 Date:
<b>OWNER:</b> <i>(name and address)</i> City of Biloxi 140 Lameuse Street Biloxi, MS 39530	<b>ARCHITECT:</b> <i>(name and address)</i> Dale Partners Architects P.A. 161 Lameuse Street Biloxi, Mississippi 39530	<b>CONTRACTOR:</b> <i>(name and address)</i> Blackline Corporation 1902 15th Street, Suite 101 Gulfport, MS 39501

The Contractor is hereby directed to make the following change(s) in this Contract:  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)*

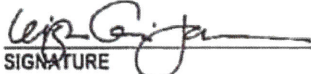
### PROPOSED ADJUSTMENTS

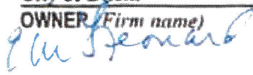
- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
  - Lump Sum decrease of \$0.00
  - Unit Price of \$      per
  - Cost, as defined below, plus the following fee:  
*(Insert a definition of, or method for determining, cost)*
  - As follows: Per Blackline's Potential Change Order Request 14 dated February 18, 2021 and per Blackline's Potential Change Order Request 15 dated February 18, 2021.
- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).


**NOTE:** The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Dale Partners Architects P.A.  
ARCHITECT *(Firm name)*  
  
SIGNATURE  
Leigh G. Jaansen, AIA, LEED AP  
BD+C, Managing Partner  
PRINTED NAME AND TITLE  
03.02.21  
DATE

City of Biloxi  
OWNER *(Firm name)*  
  
SIGNATURE  
Mike Leonard, ~~Interior City~~  
Engineer CAO  
PRINTED NAME AND TITLE  
DATE

Blackline Corporation  
CONTRACTOR *(Firm name)*  
  
SIGNATURE  
Kempton Batia, President  
PRINTED NAME AND TITLE  
3-2-21  
DATE



POTENTIAL CHANGE ORDER

CONTRACTOR:

Blackline  
 1902 15th Street, Suite 101  
 Gulfport, MS 39501

PCO# 14

DATE 2/18/2021

PROJECT:

Saenger Theater & Community Ctr Repairs  
 170 Reynoir Street  
 Biloxi, MS 39530

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	EA	Repair Green Room RTU and replace defective thermostat	\$ 500.00	\$ 500.00
1	EA	General Conditions, OHP, & Sales Tax (10%)	\$ 55.56	\$ 55.56

Note: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price \$ 555.56  
 Previous Contract Amount (Includes Previous PCOs) \$ 3,207,969.10  
 Revised Contract Total \$ 3,208,524.66

Jimmy Swinford - Asst. PM      2/18/2021  
 Your Name, Title                      Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature \_\_\_\_\_  
 Date of Acceptance \_\_\_\_\_

**From:** [James "Jimmy" W. Weaver](#)  
**To:** [Cody Coffman](#); [James W. Weaver, Jr.](#)  
**Cc:** [Josh Swinford](#); [Brandon Davis](#); [Kempton Batia](#); [Jimmy Swinford](#)  
**Subject:** RE: Saenger - Green Room RTU  
**Date:** Tuesday, February 9, 2021 1:36:19 PM

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Cody,

We propose to clean the existing flame sensor and replace the system's defective thermostat  
Presently we have installed a temporary thermostat to evaluate operation.

\$130.52 Thermostat – Honeywell TH6220U2000  
**\$369.48** Labor – Evaluation and Repairss  
**\$500.00** Total Amount (excluding sales tax)

Thanks,

RAY C. WEAVER MECHANICAL CONTRACTORS, INC.  
James "Jimmy" W. Weaver, President  
[jimmyw@weavermechanical.com](mailto:jimmyw@weavermechanical.com)  
(228) 864-1261 Phone  
(228) 323-2076 Cell  
[www.weavermechanical.com](http://www.weavermechanical.com)

**From:** Cody Coffman <[cody@blacklinecorp.us](mailto:cody@blacklinecorp.us)>  
**Sent:** Friday, February 5, 2021 11:23 AM  
**To:** James W. Weaver, Jr. <[jamesw@weavermechanical.com](mailto:jamesw@weavermechanical.com)>; James "Jimmy" W. Weaver <[jimmyw@weavermechanical.com](mailto:jimmyw@weavermechanical.com)>  
**Cc:** Josh Swinford <[josh@blacklinecorp.us](mailto:josh@blacklinecorp.us)>; Brandon Davis <[brandon@blacklinecorp.us](mailto:brandon@blacklinecorp.us)>; Kempton Batia <[kempton@blacklinecorp.us](mailto:kempton@blacklinecorp.us)>; Jimmy Swinford <[jimmy@blacklinecorp.us](mailto:jimmy@blacklinecorp.us)>  
**Subject:** Saenger - Green Room RTU

James,

I had your technicians check out the RTU on the green room roof and they determined there is an issue with the ignition control that was not allowing the heat to kick on. Can you provide a quote to make the necessary repairs on the unit to get it back operational?

Thanks,

Cody Coffman  
Blackline

O: 888.897.1083



**POTENTIAL CHANGE ORDER**

**CONTRACTOR:**

Blackline  
 1902 15th Street, Suite 101  
 Gulfport, MS 39501

PCO # 15

DATE 2/18/2021

**PROJECT:**

Saenger Theater & Community Ctr Repairs  
 170 Reynoir Street  
 Biloxi, MS 39530

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	EA	Repair deteriorated exterior metal doors and apply primer	\$ 964.00	\$ 964.00
1	EA	General Conditions, OHP, & Sales Tax (10%)	\$ 107.11	\$ 107.11

Note: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price **\$ 1,071.11**  
 Previous Contract Amount (Includes Previous PCOs) **\$ 3,209,080.22**  
 Revised Contract Total **\$ 3,210,151.33**

Jimmy Swinford - Asst. PM      2/18/2021  
 Your Name, Title                      Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature \_\_\_\_\_  
 Date of Acceptance \_\_\_\_\_



2046 North Drive  
Biloxi, MS 39531

gunterfabservice@gmail.com  
(228) 669-0004

February 17, 2021

Attention: Cody

Saenger Theatre door repairs Biloxi, MS

We are proposing to furnish materials and labor to repair and prime the following: (2) metal doors with 16 ga. material at the bottom of each door 6" up, grind smooth, and apply primer to repaired areas as per site visit 2/17/21.

Total **\$964.00** plus applicable taxes

GFS standard exclusions: AISC Certification program, light gauge materials (unless specified above), bar joist/deck materials (unless specified above), and retainage

Material pricing could increase at time of purchase order agreement

Payment terms: Net 15

Thanks,

David Gunter



**POTENTIAL CHANGE ORDER**

**CONTRACTOR:**

Blackline  
1902 15th Street, Suite 101  
Gulfport, MS 39501

PCO # 16

DATE 3/29/2021

**PROJECT:**

Saenger Theater & Community Ctr Repairs  
170 Reynoir Street  
Biloxi, MS 39530

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
8	EA	(8) additional weeks of project management & oversight	\$ 2,400.00	\$ 19,200.00
2	EA	Forklift rental (2 months @ \$2,514.50 per month)	\$ 2,514.50	\$ 5,029.00
1	EA	Scaffolding rental (2 months)	\$ 35,823.60	\$ 35,823.60
2	EA	Portable toilet rental (2 months @ \$80.25 per month)	\$ 80.25	\$ 160.50
240	EA	Miscellaneous labor and cleanup (240 man hours @ \$18.22 per hour)	\$ 18.22	\$ 4,372.80
4	EA	Waste management (4 hauls @ 464.99 per haul)	\$ 464.99	\$ 1,859.96
1	EA	Selective demo of auditorium walls, finishes, & remove theatre chairs.	\$ 23,000.00	\$ 23,000.00
1	EA	Miscellaneous rough carpentry	\$ 1,000.00	\$ 1,000.00
1	EA	Patch/repair drywall assemblies at N & S exterior walls and auditorium ceiling. Install new acoustical ceiling in all restrooms and Green Room.	\$ 29,914.00	\$ 29,914.00
1	EA	Finish/paint drywall at exterior walls and auditorium ceiling patches. Remove wallpaper and paint restroom walls. Repair damaged paint on lobby ceiling/walls. Power wash and paint exterior Green Room walls.	\$ 30,000.00	\$ 30,000.00
1	EA	<b>FIRE SPRINKLERS</b> - Test/repair system, replace heads as needed and certify for use	\$ 14,000.00	\$ 14,000.00
1	EA	<b>HVAC</b> - Perform Ductwork Airflow Leakage Test	\$ 7,500.00	\$ 7,500.00
1	EA	<b>ELECTRICAL</b> - Make safe electrical circuits prior to demo. Remove and reinstall sconces on exterior auditorium walls. Replace all exit signs and egress lighting in auditorium and in front foyer. Identify lighting circuit for auditorium lights, and get all operational. Tie up lights in Green Room and restrooms, and reinstall once new grid is installed.	\$ 14,570.00	\$ 14,570.00
1	EA	<b>FIRE ALARM</b> - Remove/reinstall or replace devices on exterior walls of auditorium. Remove/reinstall or replace ceiling mounted devices in restrooms and Green Room. Trouble shoot existing system and get 100% operational. Tie in smoke vents located on the fly tower roof. Ensure all RTUs and AHUs are tied in property.	\$ 16,000.00	\$ 16,000.00
1	EA	General Conditions, OHP, & Sales Tax (10%)	\$ 22,492.21	\$ 22,492.21

Note: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price \$ 224,922.07

Previous Contract Amount (Includes Previous PCOs) \$ 3,210,151.33

Revised Contract Total **\$ 3,435,073.40**

Jimmy Swinford - Asst. PM      3/29/2021

Your Name, Title      Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_



# Bare Rental Quote

4531 Hamilton Blvd, Theodore, AL 36582-8517 p 251 338 1694 f 251.338 1699 i www.allcrane.com

### Equipment Details

**Equipment:** 9,000 lb Telescopic Forklift

### Description of Work

Miscellaneous Picks

### Notes

FSC: 3% of the freight amount will be added to cover the increase in costs which are incurred by ALL Crane for petroleum related products, such as tires, hydraulic oil, fuel, etc.  
 Refueling will be \$6.00 per gallon including DEF Fluid if applicable  
 Overtime hourly rental rate (over 176 hours): \$6.40  
 Customer is required to arrange and pay the cost of any special inspections or certifications with respect to the equipment, and any required training, orientation, and/or testing of our employees, required for the project or jobsite.  
 Freight rates subject to change based on availability and location of crane at time of order.  
 Quote must be signed with a P.O. # to secure any crane.  
 Customer to provide ample lay down area for crane components upon arrival at job site.  
 Optional 250 hour service is available for \$500.00.  
 \$150 per hour for travel to do the service  
 Weekly Equipment Charge: \$750  
 Forklift Dump Hopper: \$75 per day, \$175 per week, \$300 per month

### Rental Details

**Rental Type:** Bare Rental

**Start Date:** TBD

**Est. Duration:** 1 month

**On Job:** 7:00 am

**Equipment Minimum:** 1 Day

### Prices Quoted

<b>Daily Bare Rental Rate</b> (based on 8 hours per day)	\$375.00
<b>Weekly Bare Rental Rate</b> (based on 40 hours per week)	\$750.00
<b>Monthly Bare Rental Rate</b> (based on 176 hours per month)	<b>\$2,250.00</b>
<b>Freight-In Charge</b>	<b>\$100.00</b>
<b>Freight-Out Charge</b> (Forklift)	<b>\$100.00</b>
<b>Fuel Surcharge</b> (based on freight)	3%



Diamond Scaffold Services, LLC.

PO Box 137 • Theodore, AL 36590

Phone: 251-443-7474

Proposal Number: 300-1130

Date: 3/15/2021

**TO:** Blackline Corp.  
1902 15<sup>th</sup> St., Suite 101  
Gulfport, MS 39501

**PROJECT:** Saenger Theatre  
170 Reynoir St.  
Biloxi, MS 39530

**ATTN:** Brandon Davis

We propose to furnish material and labor as outlined in the paragraphs below and in accordance with the general terms and conditions shown hereinafter and on our material lease agreement to perform all scaffolding as described in the "Scope of Work."

**Scope of Work:**

**Scaffold for Interior Walls:**

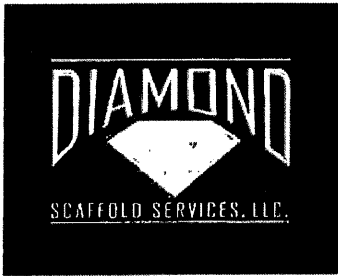
(2) scaffolds 3'W x 120' L x 33'H with (4) decks  
(1) scaffold 3'W x 70' L X 17'H with (2) decks

**Rental:** **\$3,050.00** per 28 days plus tax, min. rental of (28) days; thereafter @ \$108.93 per day plus tax.

**Labor:** \$18,800.00 (Install)  
\$ 7,680.00 (Dismantle)  
**\$26,480.00 Total**

**Freight:** \$450.00 (Delivery)  
\$450.00 (Return)  
**\$900.00 Total**

**Forklift:** To be supplied to contractor for unloading, moving scaffold on jobsite and loadout of scaffolding.



Diamond Scaffold Services, LLC.

PO Box 137 • Theodore, AL 36590

Phone: 251-443-7474

**Standard T&M Rates per Man as Follows:**

**S/T @ \$45.00 /hr.      O/T @ \$65.00/hr.      D/T @ \$85.00/hr.**

**Per Diem Rates per Man when Out of Town on T&M:**

**\$100.00.day/man**

**TERMS AND CONDITIONS:**

1. All invoices are due upon receipt subject to the following terms. Payment terms are net 30 days paid within 10 days; all payments received after 35 days from the invoice date will be assessed 1.5% finance charge per month. Diamond Scaffold Services, LLC. will not honor "pay when paid" or "pay if paid" or similar clauses in contracts.
2. Diamond Scaffold Services, LLC. Requires the General Contractor and Owner's information so that we can provide proper documentation, for the right to file Notice to Owner(s) in the event payment terms are not honored.
3. The terms of this proposal supersede all other written contracts or change orders not acknowledged in this proposal. Any changes or modifications to this proposal shall have no force or effect unless made in writing and signed by all parties.
4. All labor performed by Diamond Scaffold Services, LLC. Will be billed 100% (erection and dismantlement) upon the completion of the erection of the scaffolding. Mobilization will be billed once the first truck of materials arrives at the jobsite.
5. All rental material is based on a 28-day billing cycle. Rental materials will be prorated daily after the initial billing period.
6. Because Diamond Scaffold Services, LLC. Labor and materials are not directly incorporated into the completed construction but are a necessary component thereof, then there will be no retainage withheld from payments attributable to labor and materials furnished to the project by DSS.
7. Diamond Scaffold Services, LLC. Will require a minimum of a 48-hour notice to proceed on all non-emergency projects. If the customer fails to make proper notification, the customer hereby agrees to reimburse DSS for any and all additional cost not listed in the Scope of Work, such as overtime associated with the loading or unloading and hauling of materials by Diamond Scaffold Services, LLC.
8. Any alterations or modification performed by the customer, customer's employees or subcontractors or other persons or entities not employed by or under Diamond Scaffold Services, LLC. Control which is a cause of any accident or damage shall be the liability, obligation or responsibility of the customer. Diamond Scaffold Services, LLC. shall have no liability for any damages for claims that arise out of any scaffold alteration or modification not performed by Diamond Scaffold Services, LLC. Further, any such alteration or modification by any entity other than Diamond Scaffold Services, LLC. Shall nullify and void any liability, obligation or responsibility for indemnification of customer by Diamond Scaffold

CUSTOMER INITIAL \_\_\_\_\_



Diamond Scaffold Services, LLC.

PO Box 137 • Theodore, AL 36590

Phone: 251-443-7474

Services, LLC.

- 9. Unless more stringent statutes are imposed by the client, all scaffolds, under the terms of this contract, will be erected and dismantled according to OSHA 1926.451 and the manufacturers specifications enact as of the date of this proposed agreement. It is understood that the use of scaffolds provided here unto shall be done likewise else the client agrees to indemnify and hold harmless Diamond Scaffold Services, LLC. From any claim and cost thereof arising out of deviation from such use.
- 10. The client shall promptly notify Diamond Scaffold Services, LLC, of any incident that can be directly, indirectly, or remotely related to the services provided by this proposed agreement.
- 11. All scaffold requirements beyond the scope of work that is outlined heretofore in this proposal will be reimbursed according to the cost-plus agreement of the contract (see the attached rates) unless lump sums quote is requested and agreed upon. The client will be responsible for verifying all time sheets.
- 12. The cost-plus contract will additionally include any and all standby time incurred by Diamond Scaffold Services, LLC. Employees because of work stoppage, intermittent access of materials or by workers to area, or unscheduled delays. The client shall be responsible for all stand-by time incurred by DSS and/or its employees or other workers.
- 13. Diamond Scaffold Services, LLC. Will be excluded from the responsibility to meet scheduling or performance parameters prescribed hitherto or during the enactment of this agreement because of force majeure or any other delay beyond the control of Diamond Scaffold Services, LLC.
- 14. Client will be responsible to count material and verify shipping and return tickets of material. Any material that is lost, stolen, or damaged shall be recomposed by the responsible party.

WE APPRECIATE THE OPPORTUNITY OF DOING BUSINESS WITH YOU.

Diamond Scaffold Services, LLC. emphasizes that this proposal contains propriety information and is intended for use by \_\_\_\_\_ in the evaluation of this quotation. Reproduction, publication, in whole, or in part, for any other purpose is expressly forbidden without authorization from Diamond Scaffold Services, LLC. Should you have any questions or comments, please contact me direct at 251-443-7474. Once again, thank you for the opportunity to bid this job. We look forward to serving you.

\*\*\*All bids and proposals are good for 20 days.

PROPOSED BY: Trent Sharp

ACCEPTED BY: \_\_\_\_\_

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

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

CUSTOMER INITIAL \_\_\_\_\_



# INVOICE

Customer ID:  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

**23-44151-33001**  
BLACKLINE CORPORATION  
02/01/21-02/28/21  
02/23/2021  
0736634-4768-5

**How To Contact Us**

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup



Customer Service:  
**(800) 284-2451**

**Your Payment Is Due**

**Mar 25, 2021**

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract

**Your Total Due**

**\$80.25**

If payment is received after 03/25/2021: **\$ 85.25**

<b>Previous Balance</b>	+	<b>Payments</b>	+	<b>Adjustments</b>	+	<b>Current Invoice Charges</b>	=	<b>Total Account Balance Due</b>
80.25		(80.25)		0.00		80.25		<b>80.25</b>

**DETAILS OF SERVICE**

**Details for Service Location:**  
Biloxi Saenger Theater /Blackline (Pol), 170 Reynoir St, Biloxi MS 39530-3832

**Customer ID: 23-44151-33001**

Description	Date	Ticket	Quantity	Amount
Port-O-Let Service	02/01/21		1.00	80.25
<b>Total Current Charges</b>				<b>80.25</b>

✂ Please detach and send the lower portion with payment --- (no cash or staples) ---

**01.5220 - Portolet**  
WASTE MANAGEMENT  
WASTE MANAGEMENT OF MISSISSIPPI, INC.

<b>Invoice Date</b>	<b>Invoice Number</b>	<b>Customer ID</b> <i>(Include with your payment)</i>
02/23/2021	0736634-4768-5	23-44151-33001
<b>Payment Terms</b>	<b>Total Due</b>	<b>Amount</b>
by 03/25/2021	\$80.25	
after 03/25/2021	\$85.25	

**APPROVED**  
By Jimmy Swinford at 2:42 pm, Mar 03, 2021



3-1-21

4768000234415133001007366340000000802500000008025 0

0007981 01 AB 0 425 \*\*AUTO T2 0 7055 39501-211126 -C04-P07988-41  
BLACKLINE CORPORATION  
1902 15TH ST STE 101  
GULFPORT MS 39501-2111

12147C 33



Remit To:  
WM CORPORATE SERVICES, INC.  
AS PAYMENT AGENT  
PO BOX 55558  
BOSTON, MA 02205-5558

**THINK GREEN.**





Blackline Corp



Payroll related services, please pay from this invoice.  
2447-1744385 Account # 24472157

Invoice Date 7/01/2020  
Invoice Number 24092794

Page: 1 of 1

		item	summary
Blackline Corp BLINE - Construction Worker Mitchell, Brandon S 6/28/2020 Regular Time 14.50 hours @ \$18.22 per hour			
01	7400	Cleaning Labor (2 men 40 hr per wk for 3 wks @ \$18.22 hr)	\$ 4,372.50

Invoice Total

For questions regarding your account, contact Flowood MS (Jackson) at (601) 355-7000

Express offers total client care, professional search, HR services and employment solutions at all levels.



Account Number	24472157
Invoice Number	24092794
Invoice Date	7/01/2020
Amount Due	\$264.19
Due Date	7/11/2020

Please make check payable to Express Services, Inc.

FIN: 840909680



2447

Blackline Corp  
1902 15th St Ste 101  
Gulfport, MS 39501

Express Services, Inc.  
P.O. BOX 203901  
Dallas, TX 75320-3901



Please return this portion with your payment

000000024092794

000000001744385

00026419



# INVOICE

Customer ID:  
Customer Name  
Service Period:  
Invoice Date:  
Invoice Number:

**23-19748-43001**  
BLACKLINE CORPORATION  
02/01/21-02/15/21  
02/16/2021  
0735419-4768-2

### How To Contact Us

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup



Customer Service:  
**(800) 284-2451**

### Your Payment Is Due

**03/18/2021**

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

### Your Total Due

**\$618.45**

Previous Balance

153.46

Payments

0.00

Adjustments

0.00

Current Invoice Charges

464.99

Total Account Balance Due

618.45

\$153.46 has been paid

### DETAILS OF SERVICE

Details for Service Location:  
Biloxi Saenger Theater, 170 Reynoir St, Biloxi MS 39530-3832

Customer ID: 23-19748-43001

Description	Date	Ticket	Quantity	Amount
30 YD FLAT ROLLOFF	02/01/21	305283	1.00	334.00
<b>Ticket Total</b>				<b>334.00</b>
FUEL/ENVIRONMENTAL CHARGE				108.56
REGULATORY COST RECOVERY CHR				15.93
ADMINISTRATIVE CHARGE				6.50
<b>Total Current Charges</b>				<b>464.99</b>

Please detach and send the lower portion with payment --- (no cash or staples)

**01.7410 - Dumpsters**

WASTE MANAGEMENT  
WASTE MANAGEMENT OF MISSISSIPPI, INC  
WM BILOXI HAULING, LLC  
PO BOX 43410  
PHOENIX, AZ 85080  
(800) 284-2451  
(866) 384-1627 FAX

Invoice Date  
02/16/2021

Invoice Number  
0735419-4768-2

Customer ID  
(include with your payment)  
**23-19748-43001**

Payment Terms  
Total Due by 03/18/2021

Total Due  
\$618.45

Amount

PAID  
3-1-21

**APPROVED**

By Jimmy Swinford at 2:44 pm, Mar 03, 2021

01007354190000004649900000061845 9

BLACKLINE CORPORATION  
1902 15TH ST STE 101  
GULFPORT MS 39501-2111

Remit To:  
WM CORPORATE SERVICES, INC.  
AS PAYMENT AGENT  
PO BOX 55558  
BOSTON, MA 02205-5558

THINK GREEN!





March 29, 2021

Blackline Corp  
Brandon Davis  
[brandon@blacklinecorp.us](mailto:brandon@blacklinecorp.us)

**SUBJECT –Saenger Theatre**

- Removal and loading of chairs on trailers provided by the city.
- Removal of carpet throughout building
- Removal of plaster walls in dressing rooms

**SCOPE OF WORK: \$23,000.00**

All hauling and disposal included.

AD&R has salvage rights. AD&R will not be responsible for removing any other contractors' debris. The price quoted on this SOW may be based on a site survey. Any additional unforeseen work that was not visible by site survey, plans or specs, will be included in a Change Order and will not be performed until approved by the customer.

Email: [nickladner.adr@gmail.com](mailto:nickladner.adr@gmail.com) If you have any questions or need any assistance please contact Nick at 228-348-2143 or Wes Ladner 228-234-2680 [wesladner@gmail.com](mailto:wesladner@gmail.com)



P.O. Box 7175  
Gulfport, MS 39506  
(228) 669-5206  
Certificate of Responsibility  
No. 16893-MC

## PROPOSAL

March 29, 2021

To: Blackline Corp.  
Attn: Estimating department  
Re: Saenger Theater

We will provide all necessary material, labor, and equipment to complete the above listed project per proposal.

### Included items in our bid:

- Framing and drywall for several areas in theater (This will be T&M work)
- Demo acoustical ceilings (approximately 2,900 square feet)
- New ceilings shall be Armstrong standard 15/16" grid with tile #1728
- R-19 above acoustical ceilings
- Metal framing shall be 20ga
- Drywall shall be 5/8" type X

### Excluded items in our bid:

- No lift or scaffolding for drywall framing or hanging. Contractor to supply scaffolding.
- No insulation other than what is noted above
- No finishing, finishing bead and or painting
- No engineering and or shop drawings
- No demo other than what is noted above
- No work other than what is noted above

**Acoustical Ceiling BID: \$19,914.00**

**Framing and drywall patch work BID: \$10,000.00** Framing and drywall patch work shall be based on time and material, not to exceed \$10,000.00  
Price good for 30 days

---

Michael Chowske, President

**Shoemake Painting Services, Inc**  
Residential • Commercial • Industrial  
Application & Consultation

**FAUX EFFECTS, TEXTURING, WALL COVERING, SAND BLASTING, ARTISTRY, PRESSURE WASHING**  
2600 17<sup>th</sup> Ave. Office/Fax: (228) 865-0029  
Gulfport, MS 39501

**PROPOSAL**  
**March 23, 2021**

RE: Saenger Theater Renovations

Thank you for the opportunity for Shoemake Painting Services, Inc. (SPSI), to offer a quotation on the above captioned project. Please find the following scope of work and the associated cost.

**SCOPE**

SPSI proposes to apply a Level IV finish to the new gypsum wallboards installed in the Auditorium area. This only includes the perimeter walls as discussed during the walk through.

SPSI excludes any trim new or existing.

SPSI proposes to finish and paint ceiling areas once patches are performed by others. Proposal is based on a solid color selected by others. SPSI excludes a direct match to the existing finishes.

Scaffolding will be supplied by others and SPSI shall not bear any costs for the use of the scaffolding.

SPSI proposes to prep the Lobby ceiling and repaint a solid color.

SPSI proposes to apply one coat of Promar 200 Zero VOC Primer and two coats of Promar 200 Zero VOC latex to the gypsum wallboards and ceilings specified to paint.

SPSI proposes to remove the existing VWC in the 4 Restrooms and apply a uniform finish to the gypsum board areas and paint.

SPSI proposes to pressure wash and apply two coats of Loxon XP to the exterior stucco wall specified.

**SPSI excludes all other work not mentioned above and not mentioned in the walk through.**

Proper lighting should be provided by others in order to provide a proper finish.

SPSI proposes to provide all Supervision, Labor, Insurance, Material and Equipment necessary to complete the above stated scope of work. Please feel free to contact me should this scope not be accurate or be inconclusive for adjustments. Work not mentioned is not to be assumed to be included. Quote is based on a relaxed work schedule.

**COMPENSATION**

Shoemake Painting Services, Inc., requests the Lump Sum of **\$30,000.00** (Thirty Thousand

Dollars) for the Saenger Theater Renovations scope of work.

Sales Tax is not included in anticipation of an MPC.

Should you have questions feel free to contact me.

Regards,  
Shoemake Painting Services, Inc.,  
By Derek Shoemake  
File: Saenger Theater Renovations

[Derek@shoemakepainting.com](mailto:Derek@shoemakepainting.com)

Hattiesburg  
77 Richburg Rd  
Purvis, MS 39475  
Ph: 601.264.9729  
Fax: 601.264.9730



**SOUTHERN  
FIRE  
SPRINKLER  
SYSTEMS**

Gulf Coast  
10970 Old Hwy 67  
D'Iberville, MS 39540  
Ph: 228.392.2000  
Fax: 228.392.5086

Date: 3-25-2021  
Co: Blackline  
Attn: Brandon Davis  
Subject: Saenger Theater Fire Sprinkler Quote

**QUOTE.... \$9,000.00 + tax (If not exempt)**  
**Adder..... \$5,000.00 contingency for any flushing of piping that may be needed**  
(All quotes are subject to a Contractors Tax/MPC, even if you are tax exempt)  
(A 5% late fee will be charged to all accounts that are not paid in full 60 days past the invoice date)

**THIS QUOTATION INCLUDES THE FOLLOWING SCOPE OF WORK:**

- Pricing is to perform an inspection on all heads on site to determine what heads needs to be replaced.
- Pricing includes a 5 year inspection of the system to verify that the system is free of obstructions.
- Pricing includes replacing up to (100) of the out-of-date sprinklers as needed during the inspection of the sprinkler heads / 5 year.

**THIS QUOTATION EXCLUDES THE FOLLOWING:**

- Pre-existing conditions or issues.
- Replacement of any heads outside of the (100) proposed above.
- Replacement of any plates on the concealed heads on the main floor in the sitting area.
- All electrical work by others.
- Anything not listed in the above.

**CLARIFICATIONS:**

**Note: Any extra changes, unforeseen issues or work may be an additional charge.**

Unless specifically directed through specifications or written directions, the basis for our bid, proposal and agreement is to perform work in the usual and customary manner in accordance with standard industry practice.

We appreciate the opportunity of providing you with our quotation for this project. Please call if you have any questions.

Thanks

**Southern Fire Sprinkler  
Inspections, Sales & Service  
zach@southernfiresprinkler.com**

**ACCEPTANCE CLAUSE:** I the undersigned do hereby accept this proposal inclusive of all terms and conditions and do hereby authorize Southern Fire Sprinkler to proceed with the work as describe and do hereby agree to pay for said work as herein before stipulated.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

# **RAY C. WEAVER**

**Mechanical Contractors  
INCORPORATED**

**POST OFFICE BOX 2411  
GULFPORT, MISSISSIPPI 39505  
PHONE (228) 864-1261 -- FAX (228) 868-6803  
jamesw@weavermechanical.com**

March 29, 2021

ATT: Mr. Kempton Batia  
Blackline Corp  
1902 15<sup>th</sup> Street, Suite 101  
Gulfport, MS 39501

**RE: Saenger Theater & Community Center Repairs - Change Order Proposal**

**SCOPE:**

We offer to provide independent test and balance contractor, along with our supervision and assistance, to gather airflow readings of the existing ductwork system that remains. Since it is not practical to get readings at the diffusers themselves, due to inaccessibility, we propose to gather traverse duct readings in the attic, as near as possible to each duct drop to each diffuser. With the equipment TAB readings already in hand, we can get a reasonably accurate reading for each diffuser. Comparing the equipment totals and the duct traverse totals, we can determine the amount of air loss in each duct system due to existing duct's deterioration. It can then be determined if it's substantial enough to warrant complete replacement or just simply patching.

We value this effort on a not-to-exceed (NTE) basis at: **\$7,500.00**

This would allow up to four (4) days to complete traverse duct reporting.

**EXCEPTIONS/QUALIFICATIONS:**

- We exclude smoke testing of ductwork.
- We exclude DALT testing, which over pressurizes duct beyond normal unit operations. Ductwork will be tested at normal operating pressures that unit provides.
- We exclude any duct repairs in this price. We will seal any probe penetrations in the ductwork that we make traversing.
- We exclude aerial access or man lifts or scaffolding. None should be required as all work will be done in the attic.

Please advise if you have any questions.

Respectfully Submitted,  
**RAY C. WEAVER MECHANICAL CONTRACTORS, INC.**



James W. Weaver, Jr.  
Vice-President

**Krol Electric Inc.**

12090 New Orleans Ave  
Gulfport, MS 39503  
Harrison

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Phone 228-832-9911  
Fax 228-832-0608  
krolinc@bellsouth.net

March 26, 2021

Brandon Davis  
Blackline Corporation  
1902 - 15th St Ste 101  
Gulfport MS 39501

Re: Saenger Selective Interior Repairs

Bid price for labor and materials to perform work as per walk-thru and outline for Saenger Selective Interior Renovations.

Bid price - \$14,570.00

Pricing does not include any lifts or scaffolding (none should be needed).

  
Al Krol  
Krol Electric, Inc.



P.O. Box 311 / 21032 Daugherty Road  
Long Beach, MS 39560  
Phone: 228-452-7070 Fax: 228-452-7517

Brandon,

Please see scope of work for Fire Alarm repairs at Saenger Theater Biloxi.

1. Remove and reinstall exterior wall devices in auditorium.
2. Remove and reinstall ceiling devices in restrooms and Green room.
3. Troubleshoot fire alarm system and replace all bad devices.
4. Tie in smoke vents on fly tower roof.
5. Ensure tie in of RTU's and AHU's

Not to exceed cost includes all equipment necessary for repairs and testing of Fire Alarm System for approval of CO by City of Biloxi.

Not to exceed cost for above work--\$16,000.00