

RESOLUTION 14-55

**A RESOLUTION TO AUTHORIZE CONTRACT FOR THE
INSTALLATION OF A TRAFFIC SIGNAL AT BUCKNER LANE AND
PORT ROYAL ROAD**

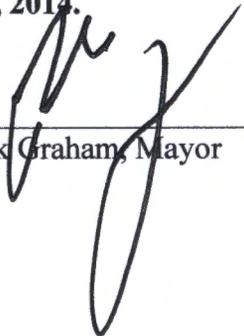
WHEREAS, the Spring Hill Board of Mayor and Aldermen is committed to the safety of the citizens of the City of Spring Hill, TN; and

WHEREAS, the City advertised and accepted proposals for traffic signal installation at Buckner Lane and Port Royal Road on May 8, 2014; and

WHEREAS, City staff and engineer have reviewed all proposals and have made a recommendation for this project.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill authorizes awarding the contract for the installation of a traffic signal at Buckner Lane and Port Royal Road to Stansell Electric Company in the of \$76,064.00.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of May, 2014.



Rick Graham, Mayor

ATTEST:

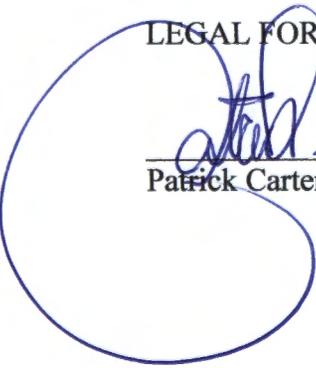


April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



Bid Comparison - Port Royal Road and Buckner Lane Signal Installation
 (Engineer's Estimate based on IDOT 2013 Average Unit Prices unless otherwise noted)

Item No.	Description	Unit	Estimated Quantity	Eng. Est. Unit Price	Eng. Est. Price	Bidder 1	% Difference
Base Bid							
¹ 105-01	Construction Stakes, Lines and Grades	L.S.	1	\$ 3,770.92	\$ 3,770.92	\$ 4,170.00	10.58%
209-01.10	Erosion and Siltation Control	L.S.	1	\$ 6,000.00	\$ 6,000.00	\$ 1,821.00	-69.65%
¹ 712-01	Traffic Control	L.S.	0.8	\$ 3,770.92	\$ 3,016.74	\$ 1,920.00	-36.36%
712-04.01	Flexible Drums (Channelizing)	EA	44	\$ 28.18	\$ 1,239.92	\$ 1,452.00	17.10%
712-06	Signs (Construction)	S.F.	96	\$ 7.22	\$ 693.12	\$ 864.00	24.65%
713-02.21	Sign Post Delineation Enhancement	L.F.	18	\$ 5.49	\$ 98.82	\$ 198.00	100.36%
713-15.36	Remove Sign, Support, & Footing	EA	3	\$ 41.39	\$ 124.17	\$ 132.00	6.31%
713-16.20	Signs (Signal Ahead with Advisory Speed)	EA	2	\$ 188.96	\$ 377.92	\$ 1,642.00	334.48%
713-16.21	Signs (Signal Ahead)	EA	1	\$ 188.96	\$ 188.96	\$ 316.00	67.23%
716-01.21	Snowplowable Pavement Markers (Bi-dir) (1 Color)	EA	8	\$ 23.22	\$ 185.76	\$ 1,200.00	545.99%
716-02.04	Plastic Pavement Marking (Channelization Striping)	S.Y.	12	\$ 12.05	\$ 144.60	\$ 528.00	265.15%
716-02.05	Plastic Pavement Marking (Stop Line)	L.F.	38	\$ 11.74	\$ 446.12	\$ 950.00	112.95%
716-12.01	Enhanced Flatline Thermo Pavement Marking (4' Line)	L.M.	0.6	\$ 2,674.71	\$ 1,604.83	\$ 4,002.00	149.37%
716-12.04	Enhanced Flatline Thermo Marking (4' Dotted Line)	L.F.	80	\$ 1.76	\$ 140.80	\$ 304.00	115.91%
¹ 717-01	Mobilization	L.S.	1	\$ 3,770.92	\$ 3,770.92	\$ 4,425.00	17.35%
730-01.10	Overhead Utility Relocation	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 1,356.00	35.60%
730-02.09	Signal Head Assembly (130 with Backplate)	EA	6	\$ 730.70	\$ 4,384.20	\$ 4,560.00	4.01%
730-03.20	Install Pull Box (Type A)	EA	1	\$ 284.71	\$ 284.71	\$ 308.00	8.18%
730-05.01	Electrical Service Connection	EA	1	\$ 2,379.87	\$ 2,379.87	\$ 1,539.00	-35.33%
730-06.03	Signal Cable - 7 Conductor	L.F.	223	\$ 1.45	\$ 323.35	\$ 446.00	37.93%
730-09.01	Span Wire Assembly (22,400 LB. Minimum Break Strength)	L.F.	149	\$ 2.74	\$ 408.26	\$ 1,043.00	155.47%
730-10.01	Tether Wire Assembly - 1/2" Diameter	L.F.	149	\$ 2.11	\$ 314.39	\$ 447.00	42.18%
730-12.01	Conduit 1" Diameter (PVC)	L.F.	25	\$ 5.50	\$ 137.50	\$ 650.00	372.73%
730-13.03	Vehicle Detector (4-Channel, Rack Mount)	EA	1	\$ 377.25	\$ 377.25	\$ 317.00	-15.97%
730-14.01	Shielded Detector Cable	L.F.	166	\$ 0.90	\$ 149.40	\$ 249.00	66.67%
730-14.02	Saw Slot	L.F.	192	\$ 2.57	\$ 493.44	\$ 960.00	94.55%
730-14.03	Loop Wire	L.F.	242	\$ 0.50	\$ 121.00	\$ 242.00	100.00%
730-16.02	Eight Phase Actuated Controller	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 12,096.00	-19.36%
730-23.02	Steel Strain Pole (28')	EA	1	\$ 12,600.00	\$ 12,600.00	\$ 9,309.00	-26.12%
730-23.03	Steel Strain Pole (28')	EA	1	\$ 12,600.00	\$ 12,600.00	\$ 9,309.00	-26.12%
730-23.04	Steel Strain Pole (30')	EA	1	\$ 12,600.00	\$ 12,600.00	\$ 9,309.00	-26.12%
Total - Base Bid					\$ 84,976.96	\$ 76,064.00	-10.49%
Added Alternate Improvements							
705-01.04	Metal Beam Guard Fence	L.F.	20	\$ 38.05	\$ 761.00	\$ 2,300.00	202.23%
705-02.02	Single Guardrail (Type 2)	L.F.	220	\$ 15.61	\$ 3,434.20	\$ 6,600.00	92.18%
705-04.04	Guardrail Terminal (Type 21)	EA	2	\$ 1,816.63	\$ 3,633.26	\$ 6,040.00	66.24%
705-04.20	Guardrail Delineation Enhancement	L.F.	290	\$ 5.11	\$ 1,481.90	\$ 1,740.00	17.42%
706-01	Guardrail Removed	L.F.	230	\$ 0.49	\$ 112.70	\$ 345.00	206.12%
¹ 712-01	Traffic Control	L.S.	0.2	\$ 3,770.92	\$ 754.18	\$ 480.00	-36.36%
Total - Added Alternate Improvements					\$ 10,177.24	\$ 17,505.00	72.00%

¹ Unit price based on 5% of the cost for construction items in the base bid.



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860 VISCO DRIVE
NASHVILLE, TN 37210-2150

615.329.4944 (p) 615.320.5236 (f)
www.stansellelectric.com

To: City Of Spring Hill	Contact: Victor Lay
Address: 199 Town Center Parkway Spring Hill, TN 37174 USA	Phone: (931) 486-2252 Fax: (931) 486-0516
Project Name: Traffic Signal Installation - Buckner Lane & Port Royal Rd	Bid Number: N/A
Project Location: Spring Hill, TN	Bid Date: 5/8/2014
Addendum #: 1	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
BASE BID					
105-01	CONSTRUCTION STAKES, LINES AND GRADES	1.00	LS	\$4,170.00	\$4,170.00
209-01.10	EROSTION AND SILT CONTROL (DESCRIPTION)	1.00	LS	\$1,821.00	\$1,821.00
712-01	TRAFFIC CONTROL	0.80	LS	\$2,400.00	\$1,920.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	44.00	EACH	\$33.00	\$1,452.00
712-06	SIGNS (CONSTRUCTION)	96.00	SF	\$9.00	\$864.00
713-02.21	SIGN POST DELINEATION ENCHANCEMENT	18.00	LF	\$11.00	\$198.00
713-15.36	REMOVE SIGN, SUPPORT & FOOTING	3.00	EACH	\$44.00	\$132.00
713-16.20	SIGNS (SIGNAL AHEAD W/ ADVISORY SPEED)	2.00	EACH	\$821.00	\$1,642.00
713-16.21	SIGNS (SIGNAL AHEAD)	1.00	EACH	\$316.00	\$316.00
716-01.21	SNWPLWBLE PVMT MRKRS (BI-DIR - 1 COLOR)	8.00	EACH	\$150.00	\$1,200.00
716-02.04	PLASTIC PAVEMENT MARKING (CHNZ STRIPING)	12.00	SY	\$44.00	\$528.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	38.00	LF	\$25.00	\$950.00
716-12.01	ENHANCED FLATLINE THERMO PAVEMENT MARKING (4IN LINE)	0.60	LMI	\$6,670.00	\$4,002.00
716-12.04	ENHANCED FLATLINE THERMO PVMNT MARKING (4IN DOTTED)	80.00	LF	\$3.80	\$304.00
717-01	MOBILIZATION	1.00	LS	\$4,425.00	\$4,425.00
730-01.10	OVERHEAD UTILITY RELOCATION	1.00	LS	\$1,356.00	\$1,356.00
730-02.09	SIGNAL HEAD ASSEMBLY(130 WITH BACKPLATE)	6.00	EACH	\$760.00	\$4,560.00
730-03.20	INSTALL PULL BOX (TYPE A)	1.00	EACH	\$308.00	\$308.00
730-05.01	ELECTRICAL SERVICE CONNECTION	1.00	EACH	\$1,539.00	\$1,539.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	223.00	LF	\$2.00	\$446.00
730-09.01	SPAN WIRE ASSEMBLY (22,400 LB)	149.00	LF	\$7.00	\$1,043.00
730-10.01	TETHER WIRE ASSEMBLY - 1/4" DIAMETER	149.00	LF	\$3.00	\$447.00
730-12.01	CONDUIT 1" DIAMETER (PVC)	25.00	LF	\$26.00	\$650.00
730-13.03	VEHICLE DETECTOR (4-CHANNEL, RACK MOUNT)	1.00	EACH	\$317.00	\$317.00
730-14.01	SHIELDED DETECTOR CABLE	166.00	LF	\$1.50	\$249.00
730-14.02	SAW SLOT	192.00	LF	\$5.00	\$960.00
730-14.03	LOOP WIRE	242.00	LF	\$1.00	\$242.00
730-16.02	EIGHT PHASE ACTUATED CONTROLLER	1.00	EACH	\$12,096.00	\$12,096.00



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Addendum #: 1	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
730-23.02	STEEL STRAIN POLE (28')	1.00	EACH	\$9,309.00	\$9,309.00
730-23.03	STEEL STRAIN POLE (28')	1.00	EACH	\$9,309.00	\$9,309.00
730-23.04	STEEL STRAIN POLE (30')	1.00	EACH	\$9,309.00	\$9,309.00
Total Price for above BASE BID Items:					\$76,064.00

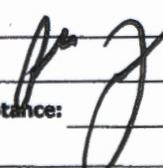
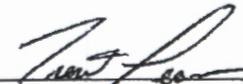
ADD ALTERNATE

705-01.04	METAL BEAM GUARD FENCE	20.00	LF	\$115.00	\$2,300.00
705-02.02	SINGLE GUARDRAIL (TYPE 2)	220.00	LF	\$30.00	\$6,600.00
705-04.04	GUARDRAIL TERMINAL (TYPE 21)	2.00	EACH	\$3,020.00	\$6,040.00
705-04-20	GUARDRAIL DELINEATION ENHANCEMENT	290.00	LF	\$6.00	\$1,740.00
706-01	GUARDRAIL REMOVED	230.00	LF	\$1.50	\$345.00
712-01	TRAFFIC CONTROL (GR)	0.20	LS	\$2,400.00	\$480.00
Total Price for above ADD ALTERNATE Items:					\$17,505.00

Total Bid Price: \$93,569.00

Notes:

- Contract billings will be based upon actual quantities installed.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: </p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Stansell Electric Company, Inc.</p> <p>Authorized Signature:  07/24/14</p> <p>Estimator: Trent Leaver (615) 815-7467 tleaver@stansellelectric.com</p>
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860 VISCO DRIVE, NASHVILLE, TN 37210
Telephone 615 / 329-4944
FAX 615 / 320-5236

PROJECT: Traffic Signal Installation – Buckner
Lane & Port Royal Rd
CUSTOMER: City of Spring Hill
DATE: 7/24/14

TERMS AND CONDITIONS

1. **THE WORK OF THIS CONTRACT.** The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.
2. **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.** The date of commencement of the work shall be the first date Contractor began repairs.
3. **CONTRACT SUM.** The Customer shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be equal to the sum located in the final proposal, subject to additions and deletions as provided in the Contract Documents. Unit prices, if any, are attached.
4. **PAYMENTS.** Work performed on a time and material basis shall be at the rate for material, labor, and related items, in effect at the same time supplied under this Agreement. Contractor shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Contractor. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Contractor reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Contractor shall have the right, at Contractor's sole discretion, to stop performing any Services and/or withhold further deliveries of materials until the account is current. In the event payment is not received when due, Contractor may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorney's fees.
5. **THE CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, Drawings, Specifications, Addenda attached hereto or incorporated herein by reference and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) approved submittals and approved shop drawings. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Customer and Contractor as specified herein.
6. **CUSTOMER RESPONSIBILITIES.** The Contractor shall be entitled to rely on the accuracy of information furnished by the Customer but shall exercise proper precautions relating to the safe performance of the Work. The Customer shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities, including all permits and fees unless otherwise specified in the contract documents. In the event Contractor is required to obtain any permits, all fees related to such permits shall be paid to Contractor through the timely execution of a Change Order.
7. **CONTRACTOR RESPONSIBILITIES.** The Contractor shall supervise and direct the Work, using reasonable skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible to the Customer for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify the Customer if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Customer, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.
8. **LABOR AND MATERIALS.** Unless otherwise provided in the Contract Documents or specifically excluded herein, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Customer shall be responsible for providing clear and suitable access for all equipment required by Contractor.
9. **WARRANTY.** The Contractor warrants to the Customer that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
10. **TAXES.** The Contractor shall pay sales, consumer, use and other similar taxes which are legally enacted when bids are received or negotiations concluded.
11. **INDEMNIFICATION.** Customer agrees to indemnify, hold harmless and defend Contractor against any and all losses, damages, costs (including expert fees and costs), and expenses (including reasonable defense costs), arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions, arising in any way from any act or omission of Customer relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise.
12. **CLAIMS AND DISPUTES.** The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be submitted in writing to the other party to this Agreement. Mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
13. **CHANGES IN THE WORK.** The Customer, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Customer and the Contractor. The cost or credit to the Customer from a change in the Work shall be determined by mutual agreement of the parties. However, if no agreement is reached prior to the time for performance of said work, and Contractor elects to perform said work so as to avoid delays, then Contractor's estimate as to the value of said work shall be deemed accepted by Customer. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted.
14. **TIME.** If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the



**STANSELL
Electric
Company, Inc.**

860 VISCO DRIVE, NASHVILLE, TN 37210
Telephone 615 / 329-4944
FAX 615 / 320-5236

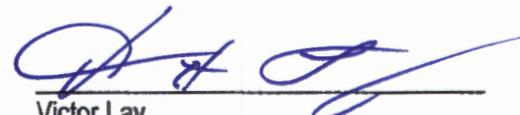
Customer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Customer and Contractor may agree upon. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer. Contractor shall be entitled to an equitable adjustment in the price of the work, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any change of schedule, acceleration, out of sequence work or delays not caused by Contractor, its subcontractors, their employees or others for whose acts they may be liable.

- 15. **INSURANCE.** The Contractor shall be responsible for purchasing and maintaining the Contractor's usual liability and worker's compensation insurance.
- 16. **TERMINATION OF THE CONTRACT.** If the Customer fails to make payment for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Customer, terminate the Contract and recover from the Customer payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.
- 17. **EXCAVATION.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Contractor due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.
- 18. **HAZARDOUS MATERIALS.** Customer represents that, except to the extent that Contractor has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no: (1) "permit confined space" as defined by OSHA, (2) risk of infectious disease, (3) need for air monitoring, respiratory protection, or other medical risk, (4) asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement. If hazardous conditions are encountered by Contractor during the course of Contractor's work, the discovery of such materials shall constitute an event beyond Contractor's control and Contractor shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Contractor. Contractor shall not be responsible for the testing, removal or disposal of such hazardous materials.
- 19. **ENTIRE AGREEMENT.** The parties intend this Agreement, together with any attachments or Riders (collectively "the Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Contractor unless made in writing and signed by an Authorized Representative of Contractor.
- 20. **SEVERABILITY.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.
- 21. **GOVERNING LAW.** Any dispute shall be governed by the law of the state of Tennessee and all actions shall be brought in Davidson County.
- 22. **EQUAL OPPORTUNITY.** Stansell has adopted a policy that it will take affirmative action in affording equal opportunity to all qualified persons without regard to race, creed, color, sex, age, handicap, or national origin. This policy shall be applicable to all matters relating to hiring, promotion, transfer or termination of Stansell and Subcontractor employees and shall cover all salaried and hourly positions in the office, and in the field. Stansell intends to cooperate to the fullest extent with the applicable regulations of the Civil Rights Act of 1964 and Executive Order No. 11246 and Stansell intends that all officials and employees of Stansell and Subcontractor be informed of this statement of policy and that this policy shall be applied to every phase of employee recruitment, including employment agencies, labor organizations, and advertising.

STANSELL ELECTRIC COMPANY, INC.

BY:  07/24/14
Trent Leaver

TITLE: Estimator

BY: 
Victor Lay

TITLE: City Administrator