Hancock County Board of Supervisors

Regular Meeting Minutes

August 15, 2022 at 9:00 a.m.

Board Meeting Room

1. Call to Order

A. Pledge of Allegiance
B. Invocation

2. Roll Call

The record reflects at the call of the Meeting, County Administrator, Eddie Favre, Interim County Administrator/Tax Assessor, Jimmie Ladner, County Attorney, Gary Yarborough, Chancery Clerk, Tim Kellar, County Engineer, Geoff Clemens, EMA Director, Brian Adam, Road Manager, Vic Johnson, Grant Administrator, April Shiyou, Purchasing Clerk, Brittney Johnson, Planning and Zoning Director, Anthony Cuevas, Parks and Recreation Director, Kevin Ladner, Comptroller, Nancy Kelly, and Board Secretary/Deputy Chancery Clerk, Valerie Fitts were all present in the Board Meeting Room. Sheriff Ricky Adam and Joleen Fore on behalf of the Circuit Clerk, Kendra Necaise joined via remote access.

Attendee Name	Title	Status	Arrived
Theresa Ryan	District 1	Present	
Greg Shaw	District 2	Present	
Kodie Koenenn	District 3	Present	
Scotty Adam	District 4	Present	
Darrin Bo Ladner	District 5	Present	

3. Amendments to the Agenda

Move Planning and Zoning up before Port and Harbor

7.K.3. - Move to External Business

Add two Executive Session Items

A. **Motion to:** Motion to accept the agenda.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Announcements

A. The next regular scheduled Board of Supervisor's meeting will be held at 9:00 a.m. on Tuesday, September 6, 2022.

B. Biweekly payroll for ending date July 30, 2022 with check date August 5, 2022 totaled $760,058.45.

C. The Board of Supervisors will be in session this afternoon at 1:30 p.m., to spread on the Minutes matters pertaining to the 2022 Real and Personal Property Assessment Rolls, and continued FY2022/2033 Budget discussions.

D. The Board of Supervisors will be in session this afternoon at 1:30 p.m., to spread on the Minutes matters pertaining to the 2022 Real and Personal Property Assessment Rolls, and continued FY2022/2023 Budget discussions.

E. The Board of Supervisors will hold a Public Hearing this afternoon at 2:00 p.m., regarding commercial appeal for Planning and Zoning Commission decision in regard to the Matter of Application Number 658 for Conditional Use from Jesse Crowe, Parcel #044-0-18-012.000.

F. The Board of Supervisors will hold a Public Hearing on Tuesday, September 6, 2022 at 1:30 p.m., regarding the proposed Budget for FY2022/2023.

G. The Hancock Business & Industry Awards Gala will be held on Thursday, August 25, 2022 at the Hollywood Casino. Doors open at 5:30, with the event beginning at 6:00 p.m., tickets are $80.00 per person through the Chamber of Commerce.

H. The Reminisce Adult Prom will be held at the Bay St. Louis Community Center on August 27, 2022 from 8:00 p.m. - 2:00 a.m. Tickets are $50 per person or $350 per table. Contact Shay Ray at 214-395-2902 for more information.

5. Planning and Zoning

1. Motion to approve the Planning Commission Meeting Minutes held on July 21, 2022.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Darrin Bo Ladner, District 5
SECONDER: Scotty Adam, District 4
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

6. External Business Agenda

A. Mississippi Crime Stoppers - Lori Massey

1. Discussion/approve request from Lori Massey, Coordinator with the Mississippi Coast Crime Stoppers to raise the collection rate from $1.00 to $2.00 per moving violation pursuant to Mississippi Code Ann. §45-39-17.

   The record reflects Lori Massey with the Mississippi Coast Crime Stoppers spoke to the Board regarding raising the collection rate per moving violation. Ms. Massey will email revenue information to the Board President showing all counties and municipalities that participate.

   RESULT: **NO ACTION TAKEN**

B. Port & Harbor Commission

1. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20220808-01, approving the August 8, 2022, Docket of Claims.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Kodie Koenenn, District 3
   SECONDER: Darrin Bo Ladner, District 5
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20220808-07, authorizing execution of a Lease Agreement with HyStor Energy LP for Suite A in the McDonald Training Center for 12 months, beginning October 1, 2022 for $13,000 annually.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Greg Shaw, District 2
   SECONDER: Theresa Ryan, District 1
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to accept Hancock County Port & Harbor Commission's Resolution #20220808-08, approving additional reimbursement to Pearl River Community College for sewage and drainage repairs at Stennis International Airport, in an amount not to exceed $55,000.00, for the avoidance of doubt, entering no written agreement with the contractor or any subs.

The record reflects this Motion was amended during the Meeting as is now reflected in the Motion body.

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to accept The Hancock County Port & Harbor Commission's Resolution #20220808-10, authorizing the execution of Task Order #3 with Cypress for Engineering Services Related to AP Site 1&2 and PB Site 11, not to exceed $80,566.00

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to accept Resolution #20220808-09, acceptance of and authorizing Chief Executive Officer to execute FAA AIP Grant Agreement #3-28-0005-041-2022, in the amount of $160,040, to reimburse a portion of the land acquisition costs of the Aircraft Packaging Hangar, and authorize County Attorney to sign the appropriate sections.

   The record reflects this Motion was amended during the meeting to authorize County Attorney to sign the appropriate sections, which is now reflected in the Motion body.

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to accept Hancock County Port & Harbor Commission's August 8, 2022 Motion to set the annual salary of the new Hancock County Port & Harbor Commission CEO, Blaine LaFontaine, at $150.000 upon his assumption of the role on January 1, 2023, and upon acceptance of the Hancock County Board of Supervisors.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to approve Hancock County Port & Harbor Commission's Resolution #20220808-06, authorizing execution of a Facilities Use Agreement with King Lawn Care for storage of equipment utilized for HCPHC lawn care services.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20220808-04, authorizing execution of Contract with Jani-King of MS Coast to begin on September 1, 2022 and ending on August 31, 2021, for a base amount of $4,348.00 monthly for cleaning services.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

9. Motion to accept Hancock County Port & Harbor Commission's Resolution #20220808-05, authorizing Execution of Contract with King Lawn Care, for Landscaping Services at all Commission Facilities for a base amount Not to Exceed $349,240.00, Annually.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

10. Motion to accept the Hancock County Port & Harbor Commission's Consent Agenda Resolutions from the August 8, 2022, Recessed Commission Meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

C. Executive Session

1. Motion to enter into closed session to consider the need for an executive session regarding pending litigation with MAC LLC and Belleavance.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to enter into executive session regarding pending litigation with MAC LLC and Belleavance.

The record reflects Mr. Jimmie Ladner, Jr. and Mr. Bill Cotter both entered the executive session at 9:26 a.m., regarding pending litigation with MAC LLC and Belleavance.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Darrin Bo Ladner, District 5
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to exit executive session regarding pending litigation with MAC LLC and Belleavance with no action taken.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Theresa Ryan, District 1
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

D. Clayton French, Deputy Director - Mississippi Emergency Management Agency

1. Presentation/Discussion from Clayton French, Deputy Director, Mississippi Emergency Management Agency regarding pre-positioning contract for storms.

The record reflects Clayton French discussed with the Board the positives of having pre-positioning contracts, which are FEMA preferred.

RESULT: **NO ACTION TAKEN**

E. Bruce Newton and Mike Prine - Digital Engineering

1. Stormwater Project Status Report from Digital Engineering.

The record reflects Bruce Newton with Digital Engineering updated the Board on the Drainage Projects currently going on in the County.

RESULT: **NO ACTION TAKEN**

2. Motion to approve and authorize Board President to sign, Amendment No. 1 to the Agreement Between Owner and Engineer for Professional Services regarding Bayside Park Drainage Improvements (Project #1.10) from Digital Engineering.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Theresa Ryan, District 1
SECONDER: Greg Shaw, District 2
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

F. Hancock County Community Development Project - Jason Chiniche

1. Motion to approve Hancock County Community Development Project's proposed ADA Ramp on the Seawall at Ulman Avenue, and spread on the Minutes, the plans and Army Corps of Engineers' Section 408 Permit, as well as authorize the work on the Seawall at the area of Ulman Avenue.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Theresa Ryan, District 1
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

G. Coastal Environmental Services

The record reflects Jack Francioni, Executive General Manager with Coastal Environmental Services updated the Board on the new garbage service.

1. Presentation/Discussion from Coastal Environmental Services
   The record reflects Jack Francioni, Executive General Manager with Coastal Environmental Services updated the Board regarding the startup status of the service.

RESULT: **NO ACTION TAKEN**

7. Departmental Agendas

A. Emergency Management Agency

1. Motion to approve the transfer to the EMA, the two 24' x 60' modular trailers (ID# 113814 & 113818) that were donated by the Hancock County School District to Hancock County Board of Supervisors.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve the agreement between Hancock County Emergency Management Agency and Feeding the Gulf Coast for a food distribution site at the Kiln Shelter on August 24 or 25, 2022. The record reflects that due to Covid, the date has been moved to August 31, 2022.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. E-911/Dispatch

1. Motion to approve Dispatchers Angela Freeman, Kristen Bennett, Tempest Martin, Jadyn Olson, Rebecca Necaise, Desirae Necaise, Taylor Holston and Ashley Thompson to attend NECI Legal and Liability Course at the Hancock County EMA on September 8, 2022. The cost is $150.00 per person for a total of $1,050.00 plus overtime if deemed necessary.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve Dispatchers Tracy Ladner, Jolene Dougherty, Kelsey Saldiveri, Dora Jones, Sandra Watson, Summer Denning, Alexia Stehlin, Caylee Shaw and Alisha Stanton to attend NECI Legal and Liability Course at the Hancock County EMA on September 15, 2022. The cost is $150.00 per person for a total of $1,200.00 plus overtime if deemed necessary.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve and adjust the pay of the following Dispatchers due to completion of certification from $11.50 per hour to $12.00 per hour per the pay scale, effective August 14, 2022: a. Summer Denning; b. Alexia Stehlin; c. Caylee Shaw; d. Tempest Martin; e. Destiny Cuevas; f. Ashley Thompson; g. Jadyn Olson; h. Taylor Holston.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to rescind Motion Number 10878 from the June 6, 2022 Meeting allowing Dana Kluczkowki to attend the NECI 40-Hour Basic Communications Course at Hancock County EOC on July 25-29, 2022, due to a medical emergency.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

C. Animal Shelter

D. Justice Court

E. IT Department

F. Purchasing

1. Motion to authorize Board President to sign the Rental Agreement from Quadient Inc., as per State Contract terms as previously approved on Motion ID #11163 from the August 1, 2022 meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and spread on the Minutes, the Credit Card Report for August 15, 2022. This report reflects all credit card charges that are presently on the docket for payment.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

G. Planning and Zoning

H. Parks & Recreation

I. Inventory Clerk

J. Comptroller

1. Motion to approve the docket of claims for August 15, 2022 in the amount of $99,927.26.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

K. Board Secretary

1. Motion to approve Regular Meeting Minutes of Monday August 1st, 2022
   The record reflects Items 1 and 2 were voted on in one consent block.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve Recessed Meeting Minutes of Tuesday August 9th, 2022

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Elected/Appointed Agendas

A. Sheriff's Office

1. Motion to spread on the Minutes, the following personnel changes: a. Remove the following from payroll: • James Semrick Jr. – effective August 1, 2022; • Demarcus Johnson – effective August 1, 2022; • Michael Roth – effective August 1, 2022; • Deannda Burnett – effective August 3, 2022; • Alexander Patrick – effective August 13, 2022. b. Add the following to payroll as Full Time Deputies, at a rate of pay of $17.50 per hour, effective August 15, 2022. • Adam Landrum; • Brandon Callais; • Douglas Jackson. c. Add Holley Penton to payroll as Part Time LPN, at a rate of pay of $23.07 per hour, effective August 15, 2022. d. Adjust the following pays to $17.50 per hour, effective August 14, 2022: • Edward Besse; • Joseph Thompson.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to remove Canine Chili, asset number 8186 from inventory due to Medical Issues, we had to put him down.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. Tax Assessor

C. Circuit Clerk

1. Motion to spread on the Minutes, Order issued by the Honorable Lisa P. Dodson, in the Second Circuit Court District of the State of Mississippi, Harrison, Hancock, and Stone Counties in regard to Court Terms 2023.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, the Final Report of the February 2022 Term Grand Jury.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

D. County Coroner

1. Discussion/Motion to accept Pauper Declaration for William McGarry.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

E. County Court

F. Youth Court / Family Treatment Court

G. Chancery Clerk

1. Motion to spread on the Minutes, the Chancery Clerk's July Land Redemption Settlement Check for $16,741.66 to the General Fund, and the Settlement Report.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

H. County Engineer

1. Motion to approve and authorize Board President to sign Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize Board President to sign Sub-Contractors Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30).

The record reflects Items 2, 3, and 4 were voted on in one consent block.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Darrin Bo Ladner, District 5
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve and authorize Board President to sign Sub-Contractors Request No. 2 in the amount of $18,139.59 for Kiln Delisle Road Bridge SAP-23(30).

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Darrin Bo Ladner, District 5
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve and authorize Board President to sign Sub-Contractors Request No. 3 in the amount of $44,100.00 for Kiln Delisle Road Bridge SAP-23(30).

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Darrin Bo Ladner, District 5
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

5. Discussion regarding Hancock County Beach Phase I

The record reflects County Attorney gave an update on the Beach Restoration.

RESULT: NO ACTION TAKEN

I. Road Manager

1. Motion to approve hiring Corbin Barber in the Buildings and Grounds Department as a Class lll Grounds Keeper, at a rate of pay of $11.00 per hour, with a 90 day evaluation period, effective upon successful completion of physical and drug test.

   The record reflects Items 1 and 2 were voted on in one consent block.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Theresa Ryan, District 1
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to remove Trent Ladner from payroll in the Road Department North, due to his resignation, effective August 4, 2022.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Theresa Ryan, District 1
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Discussion regarding request from Hancock County School District asking for help repairing school roads and parking lots and Motion to approve the Hancock County Road Department to repair and fill any pot holes pursuant to the request from the Hancock County School District that Road Manager deems can be repaired, anything beyond filling pot holes will be brought back to the Board for approval and recommendation, pursuant to Statute §19-3-42.

   RESULT: **APPROVED AS AMENDED [UNANIMOUS]**
   MOVER: Theresa Ryan, District 1
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

J. Grant Administrator

1. Motion to approve and authorize Board President to sign and spread on the Minutes, the Agreement for Consulting Services with Gouras & Associates, LLC for the KCDBG Taxilane Sierra Rehabilitation Project.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize Board President to sign and spread on the Minutes, the Agreement for Consulting Services with Gouras & Associates, LLC, for the KCDBG Aircraft Packaging Hangar Rehabilitation Project.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Darrin Bo Ladner, District 5
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve and authorize Board President to sign Payment Request 11 for FY20 McLeod Park RV Park Expansion and Pier Construction.
The record reflects Items 3, 4, and 5 were voted on in one consent block.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve and authorize Board President to sign Payment Request 5 for FY21 Bayou Caddy Expansion and Upgrade.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve and authorize Board President to sign Payment Request 3 for FY22 Clermont Harbor Expansion.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to approve and authorize Board President to sign Amended Application for FY23 McLeod Park Bulkhead Improvements.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to authorize use of GOMESA funds for Design & Survey of Bayou Caddy Dredging Project.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to spread on the Minutes, the Quarterly and Progress Reports as submitted to MOHS for the Cyber Security Grant 20ES23.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

K. County Administrator

1. Motion to approve and authorize Board President to sign the following Hancock County 16th Section Public School Trust Land matters: a. Diniah Nicholson - Residential - Parcel #185F-1-16-003.000 - Addendum; b. Ryan Peterson - Commercial - Parcel #0415-0-16-002.005 - Amendment; c. Deana and Danny Garretti - Residential - Parcel #036-0-24-021.000 - Amendment; d. Matt Whitten - Residential - Parcel #055-0-16-001.000 - New Lease; e. Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown Ball Park - Lease; and f. Reinhard Schuster - Hunting and Fishing Lease.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve Picayune School District's 16th Section Public School Trust Land, Hunting and Fishing Lease for Bryant Cole and send to Chancery Clerk for recording.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

L. Eddie Favre

1. Motion to spread on the Minutes, letter of resignation from Edward A. Favre dated August 15, 2022.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

M. County Attorney

9. Supervisors Items

A. District 1

B. District 2

C. District 3

D. District 4

1. Motion to ratify the reappointment of Mr. Frank Ladner as a trustee for the Pearl River Community College. Mr. Ladner's new term will run January 1, 2022 through December 31, 2026.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

E. District 5

10. Public Comments

11. Executive Session

1. Motion to enter into closed session to consider the need for an executive session regarding potential litigation with Ann Sharpe.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to enter into executive session regarding potential litigation with Ann Sharpe.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to exit into executive session regarding potential litigation with Ann Sharpe, with no action taken.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

12. County Administrator

1. Motion to approve amending the budget to authorize County Attorney, Gary Yarborough and County Administrator, Jimmie Ladner, Jr., to prepare documentation for the sale of the county land behind the Annex, and bring documentation back to the September 6, 2022 Meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

13. Adjourn/Recess

1. **Motion to:** Motion to recess the meeting at 11:32:48 AM.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

The Minutes of the August 15, 2022 have been read and approved.

Supervisor Scotty Adam, President

Regular Meeting of the Hancock County Planning Commission held on July 21, 2022

Those Present: R. Ladner, May, Farve and Koenig

Also Present
Anthony Cuevas, Director of Planning & Zoning

Minutes of Previous Meeting: The minutes of the July 7, 2022 regular meeting were unanimously adopted on the motion of Commissioner Ladner.

William & Julie Berry-Mini Subdivision

The Commission considered the application of William & Julie Berry requesting to divide a 140' x 232' parcel of property into two separate parcels. The property is located at 8012 Hwy 90 Bay St. Louis, MS 39520. The parcel number for the property is 127P-0-35-012.000. The property is currently zoned C-2 Highway Commercial.

Mr. Berry was present at the meeting and explained to the Commission that he would like to divide the property into two separate parcels due to concerns with insurance on the buildings located on the property.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Farve to recommend approval of the proposed subdivision as a mini subdivision based on the findings that said division meets the previously established criteria for a mini subdivision and that formal compliance with the requirements of the Subdivision Regulations is not necessary, but subject to the stipulations and on the condition that the applicant files an affidavit of subdivision in the public land records along with a certified survey showing new parcels with the legal descriptions.

Meeting Adjourned at 5:05 p.m.

Chairman 8-4-22

Attachment: 7.21.2022 Minutes (11231 : Approve July 21, 2022 P&Z Minutes)

Miss. Code Ann. § 45-39-17

MISSISSIPPI CODE of 1972

*** Current through the 2011 Regular Session and 1st Extraordinary Session ***

TITLE 45. PUBLIC SAFETY AND GOOD ORDER
CHAPTER 39. STATEWIDE CRIME STOPPERS ADVISORY COUNCIL

Miss. Code Ann. § 45-39-17 (2011)

§ 45-39-17. Certain localities authorized to assess surcharge upon persons fined for certain misdemeanors to fund local crime stoppers programs

In addition to any other monetary penalties and other penalties imposed by law, any county or municipality by ordinance may assess an additional surcharge in an amount not to exceed Two Dollars ($ 2.00) on each person upon whom a county, justice or municipal court imposes a fine or other penalty for any misdemeanor other than offenses relating to vehicular parking or registration if there is established to the benefit of the citizens of the county or municipality a local crime stoppers program which is not authorized to receive funds under local and private legislation. The proceeds from the surcharge may be used by a county or municipality only to fund that county's or municipality's support of the local crime stoppers program as authorized by Section 45-39-15, Mississippi Code of 1972. The proceeds from the surcharge imposed by this section shall be deposited into a special fund in the Department of Public Safety's Office of Public Safety Planning which shall promulgate rules and procedures relating to the administration of the special fund and the disbursement of monies in the fund to participating counties and municipalities. The maximum amount that a county or municipality may receive from the special fund shall be an amount equal to the deposits made into the fund by that entity, less one percent (1%) to be retained by the Office of Public Safety Planning to defray the costs of administering the special fund. Interest earned on the special fund shall remain in the fund and shall be used by the Office of Public Safety Planning to further defray the costs of administering the special fund.

HISTORY: SOURCES: Laws, 2002, ch. 308, § 1, eff from and after July 1, 2002.

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Attachment: Mississippi Code 1972 (11198 : Discussion/approve to raise collection rate per moving violation)

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	August 8, 2022
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20220808-01
	HANCOCK COUNTY PORT AND HARBOR COMMISSION DOCKET OF CLAIMS AUGUST 8, 2022

ATTACHED:
21-AUGUST 8, 2022

Attachment: Resolution #20220808-01 Docket of Claims August 8, 2022 (11234 : Accept HCPHC August 8, 2022, Docket of Claims)

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220808-01

Claims Docket

BE IT RESOLVED, that the August 8, 2022 claims dockets be and they are hereby approved for payment;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

PASSED and APPROVED this 8th day of August 2022.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Aline Ward, Commissioner
SECONDER:	Robert Martin, Treasurer
AYES:	Swanson, Ward, Casano, Jordan, Martin, Bennett, Necaise
EXCUSED:	David Holman

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
21-AUGUST 8, 2022

Attachment: Resolution #20220808-01 Docket of Claims August 8, 2022 (11234 : Accept HCPHC August 8, 2022, Docket of Claims)

HANCOCK COUNTY PORT & HARBOR COMMISSION
G O DOCKET
AUGUST 8, 2022 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	AFLAC	AFLAC INSURANCE	$ 1,520.16
2	AGJ SYSTEMS & NETWORKS INC.	IT SUPPORT/E-MAIL/ANTI-SPAM/TWO-FACTOR	$ 3,416.50
3	BLUE CROSS BLUE SHIELD OF MISSISSIPPI	MEDICAL INSURANCE	$ 25,261.18
4	CAROTHERS, JANEL	TRAVEL REIMBURSEMENT	$ 186.15
5	CASANO, MICHAEL	COMMISSION MEETINGS (MAY & JUN)	$ 259.02
6	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 583.16
7	COMMUNITY COFFEE COMPANY, LLC	COFFEE & WATER SERVICES	$ 199.70
8	FEDEX	POSTAGE	$ 112.28
9	HEADWATERS, INC	TABLETOP WETLANDS EVALUATION	$ 550.00
10	HOLMAN, DAVID	COMMISSION MEETINGS	$ 287.69
11	INTERNAL REVENUE SERVICE	PAYROLL TAXES	$ 14,281.24
12	ISOLVED BENEFIT SERVICES	MEDICAL HRA PLAN	$ 1,409.86
13	KILN UTILITY & FIRE DISTRICT	MONTHLY UTILITIES	$ 50.00
14	McCLURE, OBIE	TRAVEL REIMBURSEMENT	$ 133.75
15	MS DEPART. OF HUMAN SERVICES	CHILD SUPPORT WITHHOLDING	$ 199.50
16	METLIFE INSURANCE	INSURANCE	$ 3,977.95
17	MS ECONOMIC DEVELOPMENT COUNCIL	ASSOCIATION DUES	$ 225.00
18	MS STATE TAX COMMISSION	GARNISHMENT	$ 466.86
19	NATIONAL BUSINESS AVIATION ASSOC	ASSOCIATION DUES	$ 410.00
20	PERS OF MISSISSIPPI	PERS	$ 30,270.06
21	PHOENIX BUSINESS CONSULTING	SAP SOFTWARE LICENSE	$ 1,232.00
22	PONDER, JACE	TRAVEL REIMBURSEMENT	$ 104.72
23	PONGO, LLC	FEASIBILITY STUDY	$ 3,525.00
24	RAILROAD CT-1 TAXES	CT-1 PAYROLL TAXES	$ 7,315.24
25	RANKIN & ASSOC PAYROLL ACCOUNT	MONTHLY PAYROLL	$ 56,709.88
26	SEA COAST ECHO	AD-DIAMONDHEAD VISITOR'S GUIDE	$ 1,200.00
27	SEA COAST ECHO	AD-GRASS & LANDSCAPING BID	$ 117.40
28	SOUTHERN MS PLANNING & DEVELOPMENT	COG FACILITATION	$ 1,625.00
29	UNIVERSITY OF SOUTHERN MS	IEDC SPONSORSHIP	$ 1,000.00
30	WALKER, MADELINE	TRAINING REIMBURSEMENT	$ 32.00
31	WASTE MANAGEMENT, INC	DUMPSTER REMOVAL	$ 349.91
		TOTAL GO DOCKET:	$ 157,011.21

Attachment: Resolution #20220808-01 Docket of Claims August 8, 2022 (11234 : Accept HCPHC August 8, 2022, Docket of Claims)

HANCOCK COUNTY PORT & HARBOR COMMISSION
RAILROAD DOCKET
AUGUST 8, 2022 COMMISSION MEETING

	NAME	MEMO	AMOUNT	
1	ANDRESS ENGINEERING ASSOC INC	R&M-TRACKMOBILE COMPRESSOR	$	1,839.75
2	CANON FINANCIAL SERVICES, INC.	COPIER RENTAL/USAGE	$	167.30
3	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$	442.37
4	COASTAL HARDWARE & RENTAL CO, INC	SUPPLIES-OPERATING	$	201.42
5	DAVISON FUELS, INC	SUPPLIES-FUEL	$	5,530.18
6	LAKESHORE AUTOMOTIVE, LLC	R&M-VEHICLE ENGINE REPAIRS	$	2,706.58
7	MR&R A/C AND HEATING	R&M-RR OFFICE A/C UNIT REPLACEMENT	$	7,343.00
8	RAILCAR MANAGEMENT, LLC	CAR HIRE ACCOUNTING	$	6,103.90
9	STIEFFEL, BRENNAN	UNIFORM-SAFETY BOOTS	$	125.00
10	WAL-MART - CAPITAL ONE	SUPPLIES-PALLET OF WATER	$	322.92
11	WASTE MANAGEMENT, INC	DUMPSTER REMOVAL	$	215.00
		TOTAL OPERATING EXPENSE:	$	24,997.42
		CAPITAL PROJECTS		
12	NEEL-SCHAFFER, INC.	RR2102, CROSSING IMPROVEMENTS RR2105, INTERMODAL YARD RR2201, ROCK & TIMBER	$	13,520.15
13	SEA COAST ECHO	RR2201, ROCK & TIMBER	$	219.48
		TOTAL CAPITAL EXPENSE:	$	13,739.63
		TOTAL RAILROAD DOCKET:	$	38,737.05

Attachment: Resolution #20220808-01 Docket of Claims August 8, 2022 (11234 : Accept HCPHC August 8, 2022, Docket of Claims)

HANCOCK COUNTY PORT & HARBOR COMMISSION
INDUSTRIAL PARK DOCKET
AUGUST 8, 2022 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	ANDERSON, MAUREEN	TRAVEL REIMBURSEMENT	$ 347.28
2	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 1,195.44
3	INT'L ASSOC OF MARITIME & PORT EXEC	PROFESSIONAL SERVICES-RFQ DEVELOPMENT	$ 9,100.00
4	LAFONTAINE, BLAINE	TRAVEL REIMBURSEMENT	$ 235.17
5	PONDER, JACE	TRAVEL REIMBURSEMENT	$ 170.64
6	R J YOUNG COMPANY, LLC	COPIER RENTAL/USAGE	$ 120.92
7	WAL-MART - CAPITAL ONE	SUPPLIES-OPERATING	$ 16.36
		TOTAL OPERATING EXPENSE:	$ 11,185.81
		CAPITAL PROJECTS	
8	COASTAL HARDWARE & RENTAL CO, INC	PB2205, SIGNAGE	$ 562.01
9	SEA COAST ECHO	PB2102, PUBLIC DOCK MOORING	$ 116.52
		TOTAL CAPITAL EXPENSE:	$ 678.53
		TOTAL PORT DOCKET:	$ 11,864.34

Attachment: Resolution #20220808-01 Docket of Claims August 8, 2022 (11234 : Accept HCPHC August 8, 2022, Docket of Claims)

HANCOCK COUNTY PORT & HARBOR COMMISSION
STENNIS INTERNATIONAL AIRPORT DOCKET
AUGUST 8, 2022 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	C SPIRE WIRELESS	MONTHLY UTILITIES	$ 255.00
2	CAR PARTS CENTER / CAR QUEST, INC	R&M-ARFF TRUCK WIPER BLADES	$ 67.74
3	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 10,748.31
4	COASTAL HARDWARE & RENTAL CO, INC	SUPPLIES-OPERATING	$ 364.39
5	FIRST NATIONAL BANK OMAHA	MARKETING	$ 128.04
6	FUELMAN	SUPPLIES-FUEL	$ 387.42
7	GULF COAST SPECIAL SYSTEMS, LLC	R&M-TERMINAL ALARM PANEL	$ 649.00
8	KILN UTILITY & FIRE DISTRICT	MONTHLY UTILITIES	$ 1,078.44
9	LOOMACRES, INC	FAA REQUIRED WILDLIFE HAZARD MGMT	$ 225.00
10	MCMASTER-CARR SUPPLY CO	R&M-BUILDING BALLASTS	$ 482.40
11	MOSES ELECTRIC, INC	R&M-HANGAR A TROUBLESHOOT LIGHTING	$ 220.00
12	RAY C. WEAVER MECHANICAL	R&M-TERMINAL CAFÉ A/C	$ 727.32
13	SEA COAST ECHO	AD-RFQ FOR ENGINEERING SERVICES	$ 36.88
14	THE STATION INC, DBA COMPANY TWO	R&M-ARFF STRIKER COMPLIANCE REPAIRS	$ 46,923.52
15	WAL-MART - CAPITAL ONE	SUPPLIES-OPERATING	$ 32.72
16	WASTE MANAGEMENT, INC	DUMPSTER SERVICES/REMOVAL	$ 605.00
		TOTAL OPERATING EXPENSE:	$ 62,931.18
		CAPITAL PROJECTS	
17	GOTTFRIED CONTRACTING, LLC	AP2001, ATCT HVAC & PLATFORM AP2104, FUEL TANK RECOATING	$ 28,815.59
18	NEEL-SCHAFFER, INC.	AP2109, 5 BAY HANGAR	$ 6,000.00
		TOTAL CAPITAL EXPENSE:	$ 34,815.59
		TOTAL AIRPORT DOCKET:	$ 97,746.77

Attachment: Resolution #20220808-01 Docket of Claims August 8, 2022 (11234 : Accept HCPHC August 8, 2022, Docket of Claims)

HANCOCK COUNTY PORT & HARBOR COMMISSION
F A A DOCKET
AUGUST 8, 2022 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	SEA COAST ECHO	FAA2202, N APRON EXPANSION PH II	$ 187.80
		TOTAL FAA DOCKET:	$ 187.80

Attachment: Resolution #20220808-01 Docket of Claims August 8, 2022 (11234 : Accept HCPHC August 8, 2022, Docket of Claims)

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	August 8, 2022
To:	Port & Harbor Commission
From:	Bridgette Jones, Executive Secretary
Subject:	RESOLUTION# 20220808-07
	AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH HY STOR ENERGY LP FOR SUITE A IN THE MCDONALD TRAINING CENTER FOR $13,000 FOR THE INITIAL TERM OF 12 MONTHS TO BEGIN ON OCTOBER 1, 2022.

Licensee -	Hy Stor Energy LP
Space -	Suite A - 403 SF
Term -	12 months with two 1-year options to renew
Base Rent -	$ 13,000 annually
Pass Throughs	none

ATTACHED:
Hy Stor Lease 10.1.2022

Attachment: Resolution# 20220808-07 HyStor Lease at McDonald Training Center for 12 months $13,000 (11241 : Accept Lease Agreement with

Attachment: Resolution# 20220808-07 HyStor Lease at McDonald Training Center for 12 months $13,000 (11241 : Accept Lease Agreement with

HANCOCK MISSISSIPPI PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220808-07

AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH HY STOR ENERGY LP FOR SUITE A IN THE MCDONALD TRAINING CENTER FOR $13,000 FOR THE INITIAL TERM OF 12 MONTHS TO BEGIN ON OCTOBER 1, 2022.

WHEREAS, it comes for consideration the desire of the Hancock County Port & Harbor Commission ("Commission") to enter into a Lease Agreement with Hy Stor Energy LP ("tenant") for Suite A (403 square feet) in the McDonald Training Center at Port Bienville Industrial Park located at 3060 Port & Harbor Drive, Bay St. Louis, Mississippi 39520;

WHEREAS, Tenant, will use the leased facilities for office space;

WHEREAS, the Lease Agreement shall be for a term of twelve (12) months effective October 1st, 2022, and continuing through September 30th, 2023, at a monthly rent of $1,083.33;

WHEREAS, the lease agreement includes two (2) one year options to renew;

WHEREAS, the total amount of rent paid by Tenant through the initial term will be $13,000;

WHEREAS, entering into the proposed Lease Agreement is in the best interest of the Commission;

NOW THEREFORE, BE IT RESOLVED, the Hancock County Port & Harbor Commission hereby accepts and authorizes the Chief Executive Officer of the Hancock County Port & Harbor Commission to execute the Lease Agreement and any and all documents that may be necessary with Hy Stor Energy LP for a lease term of October 1st, 2022, through September 30th, 2023, for approximately 403 square feet for an annual total revenue of $13,000;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

ATTACHED:
Hy Stor Lease 10.1.2022

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Bob Swanson, Commissioner
SECONDER:	Aline Ward, Commissioner
AYES:	Swanson, Ward, Casano, Jordan, Martin, Bennett, Necaise
EXCUSED:	David Holman

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Hy Stor Lease 10.1.2022

Attachment: Resolution# 20220808-07 HyStor Lease at McDonald Training Center for 12 months $13,000 (11241 : Accept Lease Agreement with

OFFICE LEASE
McDonald Training Center
Port Bienville

LEASE SUMMARY

Jobs:	1
Average Wage:	N/A
Investment:	N/A
Annual Lease Revenue:	$13,000
Lessor:	Hancock County Port & Harbor Commission 14054 Fred & Al Key Road Kiln, MS 39556
Lessee:	Hy Stor Energy LP 555 Tombigbee Street, Suite 101 Jackson, MS 39201
Address:	3060 Port & Harbor Drive, Suite A Bay St. Louis, MS 39201
Square Footage:	403 SF
Premises Description:	Suite A (See attached General Layout of McDonald Center)
Primary Term:	12 Months (October 1st, 2022 – September 30th, 2023) Two (1-Year) options to extend.
Pass throughs:	Base rent includes use of all utilities and other services
Security Deposit:	**$550**

*****THIS LEASE SUMMARY IS FOR CONVENIENCE ONLY AND NOT A BINDING AGREEMENT AND DOES NOT MODIFY OR CHANGE OR OTHERWISE AFFECT ANY TERMS OF THE ACTUAL LEASE*****

Attachment: Resolution# 20220808-07 HyStor Lease at McDonald Training Center for 12 months $13,000 (11241 : Accept Lease Agreement with

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Exhibit "A" – Lease Area Description

Attachment: Resolution# 20220808-07 HyStor Lease at McDonald Training Center for 12 months $13,000 (11241 : Accept Lease Agreement with

LEASE AGREEMENT

This Lease Agreement (this "Lease") is entered into between Hancock County Port & Harbor Commission ("Lessor"), and Hy Stor Energy LP ("Lessee").

Article I. Premises

Section 1.01 Leased Premises
Lessor demises and leases to Lessee, and Lessee leases from Lessor, an exclusive, contingent right of use consisting of 403 SF of office space known as SUITE A of the McDonald Training Center, or other space as assigned by Port Director, at Port Bienville Industrial Port located at 3060 Port & Harbor Drive as shown in Exhibit "A", attached hereto and incorporated by reference (the "Premises").

Article II. Term

Section 2.01 Term of Lease. The term of the Lease ("Lease Term") is twelve (12) months, beginning on October 1st, 2022, and ending on September 30th, 2023.

Section 2.02 Options To Extend. Lessee may extend the Lease for two (2) consecutive one-year periods by providing written notice of its intent to renew at least sixty (60) days prior (August 1st) to the end of the primary term or the end of the first extended term of this Lease. In the event the Lessee chooses to extend the Lease Term beyond September 30th, 2023, the rents payable under the Lease shall escalate by 3% on October 1st, 2023, and on October 1st of each subsequent year that the Lease remains in effect.

Section 2.03 Holdover.
If Lessee holds over and continues in possession of the Premises after the Lease Term expires, Lessee will be considered to be occupying the Premises on a month-to-month tenancy, subject to all the terms of this Lease, at double the monthly rate in effect when the Lease Term (or any extension) expired. Nothing in this section shall be interpreted as providing Lessee the right to holdover and if Lessee fails to vacate the Premises within ten days of a written request by Lessor, Lessee will be responsible for any legal fees incurred by Lessor in connection with Lessee's continued tenancy or termination thereof.

Section 2.04 Lessor Right to Terminate Lease. Notwithstanding anything herein to the contrary, the Lessor shall have the option, in the Lessor's sole and absolute discretion, to terminate this Lease during the original and any extended term, with at least one hundred and twenty (120) days written notice to Lessee.

Attachment: Resolution# 20220808-07 HyStor Lease at McDonald Training Center for 12 months $13,000 (11241 : Accept Lease Agreement with

Article III. Rent/Security Deposit

Section 3.01 Base Rent.
Lessee agrees to pay Lessor the sum and amount of $13,000 for the twelve (12) month term of this Lease, payable in monthly installments of $1,083.33. Lessee will pay the fixed rent to Lessor for each month on or before the fifth date of that month by mail to 14054 Fred & Al Key Road, Kiln, MS 39556 or at such other location or locations that Lessor may time to time designate written notice to Lessee.

Section 3.02 Payment & Late Charges.
Lessee will pay the base rent and pass throughs to Lessor for each month by mail to 14054 Fred & Al Key Road, Kiln, MS 39556 or at such other location or locations that Lessor may from time to time designate by written notice to Lessee. Lessee shall pay a late charge of five percent (5%) of any payment not received by Lessor by the tenth day of the month in which said payment is due. An additional five percent of the rent and any outstanding late charges shall apply on each subsequent month that such payments are outstanding

Section 3.03 Taxes and Assessments.
In addition to the amounts specified in § 3.01 and § 3.02, Lessee will pay in full all real-property taxes, special assessments, and governmental charges of any kind imposed on the Premises or leasehold interest in the Premises commencing on the first day of the Lease Term and continuing through the end of the calendar year in which the term ends, including any special assessments imposed on or against the Premises for constructing or improving public works. In the event Lessee occupies the Premises for part of a year, it will be responsible for any assessment resulting from such partial year occupancy. These taxes and assessments are payable directly to the entity imposing the tax, assessment, or charge at least 30 days before the date payment is due. Lessee will provide Lessor with a receipt or other evidence of payment for each tax, assessment, or charge paid as soon as a receipt or other evidence is available to Lessee, but not later than the date payment is due. Lessee will provide Lessor with a receipt or other evidence of its annual reporting requirements to the Tax Assessor/Collector of Hancock County for personal property and inventory subject to ad valorem property tax, which is due on or before March 30th of each year. Lessee shall provide notice to Lessor of any tax protest filed with Hancock County within seven (7) days of such notice being filed.

Section 3.03 Security Deposits.
By execution of this Lease, Lessor acknowledges receipt of a deposit the sum of Five Hundred Fifty Dollars **($550)** from Lessee as security for the payment of rent and other charges due under this Lease. Lessor may use the deposit to pay arrears of rent, to repair any damage or injury to the Premises, or to pay any expense or liability incurred by Lessor as a result of any default by Lessee under this Lease including but not limited to payment of ad valorem taxes upon the Premises or the leasehold interest in the Premises. If Lessor uses the deposit, or any portion thereof as authorized above, Lessee shall restore the deposit to its original amount within fifteen (15) days after notice from Lessor. Failure to restore the deposit to its original amount within the required time shall constitute a default under the Lease. Within 30 days after Lessee surrenders the Premises, or completion of repairs or

Attachment: Resolution# 20220808-07 HyStor Lease at McDonald Training Center for 12 months $13,000 (11241 : Accept Lease Agreement with

replacement of damaged or destroyed property, whichever is later, Lessor shall return to Lessee any remaining portion of the deposit, after any lawful deductions, provided Lessee has given to Lessor an address specifically for that purpose. IT IS SPECIFICALLY PROVIDED, HOWEVER, THAT LESSEE SHALL NOT BE ENTITLED TO ANY PORTION OF THE SECURITY DEPOSIT AS A REFUND UNLESS LESSEE GIVES LESSOR SIXTY (60) DAYS NOTICE OF SURRENDERING THE PREMISES.

Article IV. USE OF PREMISES

Section 4.01 Lessee's Warranty Regarding Use.
Lessee represents and warrants to Lessor that Lessee intends to use the Premises as an office facility and for no other use. Lessee's use of the property is restricted to the purpose specified in this section unless Lessee obtains Lessor's prior written consent to any change in use.

Article V. COMPLIANCE & REPORTING

Section 5.01 Compliance With Laws.
Lessee may not use, or permit the use of, the Premises in any manner that results in waste to the Premises or constitutes a nuisance or for any illegal purpose. Lessee, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Premises.

Lessee, at its sole cost, must comply with all Hazardous Materials Laws in connection with Lessee's use of the Premises. "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Mississippi, or the federal government, including, but not limited to, any material or substance that is upon commencement of the Lease or at any time during the Lease, (1) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq., or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. § 1317, (2) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., (3) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., (4) petroleum, (5) asbestos, and (6) polychlorinated biphenyls.

"Hazardous Materials Laws" means any federal, state, or local statute, ordinance, order, rule, or regulation of any type relating to the storage, handling, use, or disposal of any Hazardous Materials, the contamination of the environment, or any removal of such contamination, including, without limitation, those statutes referred to in subparagraph c.

Lessee shall coordinate with Lessor regarding environmental issues related to the Premises.

Lessee shall obtain any and all permits and/or licenses required to conduct its business on the Premises, including but not limited to a Hancock County business license, and provide a copy of same to Lessor.

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Section 5.02 Regulatory Reporting Requirements.
Lessee must promptly supply Lessor with copies of all notices, reports, correspondence, and submissions made by Lessee to the Mississippi Department of Environmental Quality, the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or hazardous materials pursuant to hazardous materials laws. Lessee shall provide to Lessor copies of all permits and/or licenses issued to Lessee for operation of its business on the Premises and all modifications, amendments, and other changes within 30 days after issuance of same.

Lessee must promptly notify Lessor in advance of any scheduled meeting between Lessee and any of the agencies specified or described in subparagraph a. In the case of regulatory inspections for which the Lessee has not received advance notice, Lessee shall notify Lessor within 48 hours of the visit and the corrective actions, if any, required by the agency.

Section 5.03 Information to Be Provided to Lessor. Lessee shall provide Lessor an annual report showing the number and average pay of persons employed by Lessee at the Premises.

Article VI. REPAIRS, MAINTENANCE, AND CLEANUP

Section 6.01 Condition of Premises.
Lessee accepts the Premises in their present condition "AS IS" and acknowledges that the Premises are suitable for Lessee's intended use.

Section 6.02 Repairs and Maintenance by Lessor. Lessor agrees to keep the roof, foundation, exterior walls, electrical, air conditioning and heating of the Premises in good state of repair. In addition, Lessor agrees to care for the grounds around the Premises, and the parking facilities, etc.

Section 6.03 Repairs and Maintenance by Lessee. Lessee shall, at its own cost, throughout the term of this Lease, maintain the doors, windows, interior walls, floors, and fixtures within its leased area, in good order and repair, normal wear and tear excepted. All maintenance, repairs, and replacements required by this section must be performed promptly when required.

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Section 6.04 Lessee's Failure to Repair or Maintain. If Lessee fails to perform its obligation to repair, replace, or maintain, as set forth in § 6.03, within a reasonable time after notice from Lessor of the need for the repair, replacement, or maintenance, Lessor may enter the Premises and make the repairs or replacements, or perform the maintenance, or have the repairs or replacements made or maintenance performed, at its own expense. On Lessor's notice to Lessee of the performance and cost of any maintenance, repairs, or replacements under this section, Lessee must immediately reimburse Lessor for any reasonable costs incurred by Lessor under this section, together with interest on the sum at the highest legal rate from the date of the notice until the date paid by Lessee to Lessor.

Section 6.05 Delivery of Premises at End of Term. Lessee shall remove all Lessee's personal property, Lessee-owned equipment, and stored items from the Premises at the end of the Lease Term. The Premises shall be returned to Lessor in clean, empty, and good condition reasonable wear and tear excepted. Under no circumstances shall stored items be left on or in the Premises. Lessor may retain, destroy, or dispose of any property left on the Premises at the end of the Term without liability to Lessee for loss or damage. Notwithstanding anything in this provision to the contrary, Lessee shall not remove any furniture or office equipment from the Premises which are owned by Lessor. Lessor and Lessee shall execute a memorandum identifying Lessor's furniture and office equipment located in the Premises at the commencement of this Lease which Lessee may use in connection with its tenancy of the Premises. All such furniture and office equipment shall be returned to Lessor upon expiration or termination of this Lease in the same condition as on the date of commencement of this Lease, ordinary wear and tear excepted.

Section 6.06 Lien.
Lessee will not permit any lien to be placed on the Premises or improvements on the Premises. Lessee must promptly notify Lessor as to any liens threatened or attached against the Premises. Lessee will promptly pay any lien that is filed on the Premises or on improvements located in the Premises. If default in payment of the lien continues for 20 days after Lessor's written notice to Lessee, and in any case before the date on which any proceedings to foreclose on such lien begin, Lessor may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Lessor pays to remove a lien caused by Lessee to be filed against the Premises or improvements on them, including expenses and interest, are due from Lessee to Lessor and must be repaid to Lessor immediately on rendition of notice, together with interest at eighteen percent (18%) per annum until repaid.

Section 6.07 Allocation of Environmental Cleanup Costs. Lessee is responsible only for the payment of that portion of any cleanup costs necessary for compliance with Hazardous Materials Laws that arise as a result of discharge of hazardous materials on the Premises by Lessee or Lessee's agents, contractors, representatives, invitees, or other associated parties.

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Article VII. Utilities

This section intentionally omitted.

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Article VIII. ALTERATIONS, IMPROVEMENTS, AND FIXTURES

Section 8.01 Consent of Lessor. Except as provided in Section 8.03, Lessee may not make any alterations, additions, or improvements to the Premises without Lessor's prior written consent, which consent may be withheld in Lessor's sole discretion.

Section 8.02 Property of Lessor.
Lessor shall have the option of accepting any or all alterations, additions, or improvements made by Lessee when the Lease terminates with such accepted alterations, additions, and improvements becoming the property of Lessor or rejecting any or all alterations, additions, or improvements made by Lessee and Lessee may be required to return the Premises to the condition that existed prior to the alterations, additions, or improvements rejected by Lessor. In the event rejected alterations, additions, or improvements have not been undone or removed at the expiration or termination of the Lease, then Lessor may remove such alterations, additions, and improvements made by Lessee and any other property it placed in the Premises, and charge Lessee the cost of removal or reverting plus interest which amount shall be paid within 50 days of Lessor's notice to Lessee of the amount due.

Section 8.03 Signs. Lessee may not erect signs on any outside portion of the Premises. Upon approval of Lessor, Lessee may place a plaque or other item identifying its presence in the Premises on or adjacent to the door to the Premises.

Section 8.04 Alterations Required by Accessibility Laws. If any alterations, additions, or improvements to the Premises are mandated by legal requirements related to accessibility by persons with disabilities ("accessibility alterations"), Lessee is responsible for making them. This allocation of responsibility for compliance with such legal requirements is a material inducement for the Parties to enter this Lease.

Article IX. INSURANCE AND INDEMNITY

Section 9.01 Lessee's Property Insurance. Lessee must, at its own expense during the Lease Term, maintain insurance on Lessee's personal property, furniture, fixtures, and equipment in such amounts as Lessee deems necessary.

Section 9.02 Lessor's Property Insurance. Lessor shall keep all buildings on the Premises insured against loss or damage in an amount determined by Lessor in its sole discretion and Lessee shall be responsible for its allocated share in accordance with Section 3.02. Lessee will have no claim to any proceeds of Lessor's insurance policies.

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Section 9.03 Lessee's Liability Insurance. Lessee, at its own expense, must provide and maintain in force during the Lease Term (a) general commercial liability insurance, for both personal injury and property damages, including products and completed operations, covering Lessee operations and the Premises and anywhere in the Port Bienville Industrial Park, with a minimum limit of $1,000,000 single limit and $2,000,000 in the aggregate, (b) automobile liability insurance on all vehicles owned or operated by Lessee in the Port Bienville Industrial Park, including those which are hired or non-owned and used in the course of Lessee's operations, with a combined single limit of $1,000,000 per occurrence, (c) a policy of Worker's Compensation Insurance as required by applicable law, and (d) employer's liability insurance in the minimum amount of $1,000,000 for bodily injury by accident, disease, or in the aggregate, covering injury or death to any employee which may be outside the scope of or in addition to liability under an workers compensation statute.

Section 9.04 Remedy for Failure to Provide Insurance. Lessee must furnish Lessor with certificates of all insurance required by this article. If Lessee does not provide the certificates when Lessor delivers possession to Lessee and within ten days prior to any renewal date, or if Lessee allows any insurance required under this article to lapse, Lessor may, at its option, take out and pay the premiums on the necessary insurance to comply with Lessee's obligations under this article. Lessor is entitled to reimbursement from Lessee for all amounts spent to procure and maintain the insurance, with interest at the rate of eighteen (18) percent annually from the date Lessee receives Lessor's notice of payment until reimbursement.

Section 9.05 Lessee's Environmental Indemnity. Lessee agrees to indemnify, defend, and hold harmless Lessor from and against all claims, liabilities, losses, damages, remediation expenses, fines and penalties, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that Lessor may incur by reason of Lessee's action or inaction with regard to Lessee's obligations under Article 5 of this Lease. This section survives the expiration or earlier termination of this Lease.

Section 9.06 Hold-Harmless Clause Lessee will indemnify and hold Lessor harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees for defending claims and demands, arising from the conduct or management of Lessee's business on the Premises or its use of them; from any breach by Lessee of any conditions of this Lease; or from any act of negligence of Lessee, its agents, contractors, employees, sublessees, concessionaires, or licensees in or about the Premises. If any action or proceeding is brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, will defend the action or proceeding by counsel acceptable to Lessor.

Section 9.07 Release of Claims/Waiver of Subrogation. Lessee shall release Lessor from any claim, by subrogation or otherwise, for any damage to the Premises, the building, or personal property within the building, regardless of cause, including negligence of Lessor, however, the release applies only to the extent the damage is covered by insurance proceeds and the release does not adversely affect any insurance coverage. Lessee will notify their insurance companies of the release set forth herein and will have the insurance policies, endorsed, if necessary, to prevent invalidation of the insurance coverage.

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Section 9.08 Additional Insured and Other Requirements. All insurance required to be carried by Lessee shall be written on an occurrence basis, and with the exception of workers' compensation and employer's liability, shall name Hancock County and the Hancock County Port & Harbor Commission as additional insured. Lessee shall provide Lessor with certificates of insurance for each insurance policy required in a form acceptable to Lessor evidencing policies of insurance and such certificates will indicate that the described insurance policies may not be canceled before the expiration of a thirty (30) day notification period and that the Lessor will be immediately notified in writing of any such notice of termination. All insurance shall be written by an insurance company authorized by the Commissioner of Insurance of the State of Mississippi to do business in the State of Mississippi.

Article X. DAMAGE OR DESTRUCTION OF PREMISES

Section 10.01 Notice to Lessor. If the Premises, or any structures or improvements on them, are damaged or destroyed by fire, tornado, or other casualty, Lessee must immediately give Lessor written notice of the damage or destruction, including a general description of the damage and, as far as known to Lessee, the cause of the damage.

Section 10.2 Total Destruction. If the building in which the Premises are located is totally destroyed by fire, tornado, or other casualty by other than the negligence, gross negligence, or intentional tort of Lessee or any person in or about the Premises with Lessee's express or implied consent, or if it is so damaged that rebuilding or repairs cannot reasonably be completed within ninety (90) working days at a cost not to exceed the insurance recovery proceeds, this Lease will terminate, and rent will be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in § 10.01.

Section 10.3 Partial Destruction. If the building in which the Premises are located is partially damaged by fire, tornado, or other casualty by other than the negligence, gross negligence, or intentional tort of Lessee or any person in or about the Premises with Lessee's express or implied consent, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) working days and at a cost not to exceed the insurance recovery proceeds, this Lease will not terminate except that if Lessor elects not to rebuild or repair and the damage rendered the Premises unusable in whole or in part for the purposes of Lessee, Lessee may terminate the Lease or continue it with the rent for the remainder of the Lease Term adjusted equitably. If the premises cannot be occupied during the repairs, rent will be abated until such time as the premises may be occupied.

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Article XI. CONDEMNATION

Section 11.01 Total Condemnation. If, during the Lease Term or any extension or renewal of it, all of the Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, and the rent will be abated during the unexpired portion of this Lease, effective as of the date the condemning authority takes the Premises.

Section 11.02 Partial Condemnation.
If a portion but not all of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving Lessor written notice within 30 days after the entity exercising the power of condemnation takes possession of the condemned portion.

If the Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, this Lease will not terminate, but the amounts payable under § 3.01 and § 3.02 of this Lease will be adjusted equitably during the unexpired portion of this Lease.

Section 11.03 Condemnation Award.
Lessor is entitled to receive and retain the entire award in any condemnation proceedings, except for any portion attributable to trade fixtures, which Lessee is entitled to receive and retain. The termination of this Lease will not affect the right to this award.

Article XII. DEFAULT

Section 12.01 Lessee's Default. If Lessee allows the rent to be in arrears more than fifteen (15) days after its due date, or remains in breach under any other provision of this Lease for 30 days after written notice from Lessor, in addition to any other remedy available under the Lease or at law, Lessor may, at its option, without notice to Lessee, terminate this Lease, and Lessor may reenter and take possession of the Premises and remove all persons and property without being considered guilty of any manner of trespass and may (but is not required to) re-let the Premises (or any part of them) for all or any part of the remainder of the Lease Term, to a party satisfactory to Lessor and at the monthly rental as Lessor can secure with reasonable diligence. If Lessor cannot re-let after reasonable efforts to do so or if the monthly rental is less than the rental Lessee was obligated to pay under this Lease (or any renewal of it) plus the expense of re-letting, then Lessee must pay Lessor the amount of the deficiency.

Section 12.02 Lessor's Lien. As security for the prompt and punctual payment of rent or any other sum due, or to become due, from Lessee to Lessor under this Lease, Lessor has a lien on all fixtures, chattels, or other property of any description belonging to Lessee that are placed in, or become a part of, the Premises. This lien is not in lieu of, nor in any way affects, any statutory Lessor's lien but is in addition to such lien, and Lessee grants Lessor a

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security interest in all of Lessee's property placed in or on the Premises for purposes of this contractual lien. This does not prevent Lessee's selling any merchandise in the ordinary course of business free of such Lessor's lien. If Lessor exercises the option to terminate the leasehold, reenter, and re-let the Premises as provided in the preceding paragraph and gives Lessee reasonable notice of the intent to take possession and an opportunity for a hearing on the matter, Lessor may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, for cash or on credit, for the prices and terms that Lessor considers best, with or without having the property present at the sale. The proceeds of the sale will be applied first to the necessary and proper expense of removing, storing, and selling the property, then to the payment of any rent due or to become due under this Lease; any balance will be paid to Lessee. Lessee further grants Lessor a security interest in Lessee's personal property now or subsequently placed in or on the Premises.

Section 12.03 Lessor's Default. If Lessor remains in breach of any material condition of this Lease for thirty (30) days after written notice from Lessee, Lessee may (i) remedy the default by any reasonable and necessary action and, in connection with the remedy, and Lessor must, on demand, pay the reasonable costs borne by Lessee in remedying such breach or (ii) terminate this Lease by providing thirty (30) days written notice to Lessor. It is agreed, however, that if Lessor commences action within 30 days after receipt of notice to remedy any default and diligently pursues such action to conclusion, Lessee's rights under this section shall not apply.

Section 12.04 Cumulative Remedies. All Lessor's and Lessee's rights and remedies under this Article are cumulative, and none will exclude any other right or remedy provided by law or any other provision of this Lease. All the rights and remedies may be exercised and enforced individually or concurrently and whenever occasion for their exercise arises.

Section 12.04 Waiver of Breach. Lessor's or Lessee's waiving a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach.

Section 12.05 Survival. Notwithstanding anything to the contrary in this Lease, provisions which by their nature and context are intended to survive the expiration or termination of the Lease will survive the expiration or termination of the Lease, including without limitation, termination provisions, damages provisions, and indemnification provisions.

Section 12.06 Limitation of Lessor's Liability. Notwithstanding anything to the contrary contained herein, no personal or individual liability of any kind or character whatsoever shall now or at any time hereafter attach to Lessor, its commissioners, officers, directors, employees, representatives, or its property.

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Article XIII. INSPECTION AND ACCESS BY LESSOR

Section 13.01 Inspection & Access. Lessee must permit Lessor and Lessor's agents, servants, and employees, including but not limited to legal counsel and environmental consultants and engineers, access to the Premises at all reasonable times for the purpose of inspection, whether environmental inspections and sampling or inspections of the condition of the Premises or otherwise and for any other purpose necessary to protect the Lessor's interest in the Premises or to perform Lessor's duties under this Lease or to show the Premises to prospective future Lessees and must permit access during other hours in the event of an emergency. Lessee may not restrict access to any part of the Premises, and Lessee may not impose any conditions to access. If Lessor's inspection includes sampling and testing of the Premises, Lessor must use its best efforts to avoid interfering with Lessee's use of the Premises, and on completion of sampling and testing must repair and restore the affected areas of the Premises as made necessary by any sampling and testing.

Article XIV. ASSIGNMENT AND SUBLEASE

Section 14.01 Assignment and Subletting by Lessee.
Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in it or in the Premises or the improvements on them, without Lessor's written consent, which consent may be withheld in Lessor's sole discretion. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interests in this Lease or in the Premises or the improvements on them without Lessor's written consent, any such sublet, assignment, or encumbrance shall be void and of no effect and Lessor may, at its option, declare this Lease terminated. If Lessor consents in writing to an assignment, sublease, or other transfer of all or any of Lessee's rights under this Lease, the assignee or sub-Lessee must assume all of Lessee's obligations under this Lease, and Lessee will remain liable for every obligation under the Lease.

Section 14.02 Assignment by Lessor. Lessor may assign or transfer any of its interests under this Lease. On transfer, and on the transferee's assumption of its obligations, Lessor is relieved of its obligations under the Lease.

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Article XV. MISCELLANEOUS

Section 15.01 Notices and Addresses. All notices required under this Lease may be given by the following methods:

By certified mail, return receipt requested, addressed to the proper party, at the following addresses:

Lessor: Hancock County Port & Harbor Commission
14054 Fred & Al Key Road
Kiln, Mississippi 39556
Attn: Chief Executive Officer

Lessee: Hy Stor Energy LP
Laura Luce
555 Tombigbee Street, Suite 101
Jackson, MS 39201

By fax transmission, to the proper party, at the following fax numbers:

Lessor: 228-467-9341
Attn: Chief Executive Officer

Notices are effective when received. Either party may change the address or fax number to which notices are to be sent by sending written notice of the new address or number to the other party in accordance with the provisions of this section.

Section 15.02 Parties Bound.
This Lease binds, and inures to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns (to the extent this Lease permits assignment).

Section 15.03 Mississippi Law to Apply. This Lease is to be governed by and construed under Mississippi law, and all obligations of the parties created by this Lease are performable in Hancock County, Mississippi.

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Section 15.04 Abandonment. Lessee agrees not to vacate or abandon the Premises at any time during the Lease Term. Should Lessee vacate or abandon the Premises or be dispossessed by process of law or otherwise, such abandonment, vacating or dispossession shall be a breach of this Lease, and entitle to Lessor to all of the remedies for default set forth in this Lease or available under law.

Section 15.05 No Set Off. Lessee shall perform its obligations under this Lease without setoff, deduction, recoupment, or withholding of any kind for any claim Lessee may have against Lessor, whether under this Lease or any other agreement or interaction between the parties.

Section 15.06 Legal Construction. If one or more of the provisions contained in this Lease are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

Section 15.07 Prior Agreements Superseded. This Lease constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

Section 15.08 Amendment. No amendment, modification, or alteration of this Lease is binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the parties.

Section 15.09 Rights and Remedies Cumulative. The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Section 15.10 Attorney's Fees and Costs. If, as a result of Lessee breaching this Lease, the Lessor employs an attorney to enforce its rights under this Lease, then the Lessee will pay the Lessor the reasonable attorney's fees and costs incurred to enforce the Lease.

Section 15.11 Force Majeure. With the exception of the obligation to pay money owed, neither Lessor nor Lessee is required to perform any term or covenant in this Lease so long as performance is delayed or prevented by *force majeure,* which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Lessor's or Lessee's control and that Lessor or Lessee cannot, by exercising due diligence and paying money, prevent or overcome, in whole or part.

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Section 15.12 Time of Essence. Time is of the essence of this Lease.

Section 15.13 Limitation of Warranties. There are no implied warranties of merchantability or fitness for a particular purpose or of any other kind arising out of this lease. There are no warranties that extend beyond those, if any, expressly stated in this lease.

Section 15.14 Recording of Lease Agreement. Neither this Lease nor a memorandum hereof shall be recorded in the real property records kept by the Hancock County Chancery Clerk.

Section 15.15 Reservation of Rights. Premises are within Port Bienville Industrial Park and Lessee agrees to abide by the Protective Covenants for Port Bienville Industrial Park's Rules and Regulations and Minimum Standards, as amended by Lessor from time to time. This lease shall subordinate to the provisions of any existing or future grant assurance made between the Commission and the United States.

Section 15.16 Access to Premises. Lessor shall provide Lessee with key access to the exterior door of the "Premises". Any keys provided to Lessee shall be numbered and inventoried and Lessee shall not make copies or allow copies to be made of any keys. Lessee shall be charged cost plus a reasonable mark-up for any keys provided in excess of four keys. Lessee shall notify Lessor immediately in the event any exterior door key is lost. In the event any keys are lost or not returned at the expiration of the Lease, Lessee shall be responsible for any replacement costs and the costs for any rekeying of locks.

Section 15.17 No Broker or Real Estate Agent. Lessee represents and warrants that no real estate agent or broker was used by Lessee to identify and secure this Lease and will defend, hold harmless, and indemnify Lessor from any claims for a commission or other fee asserted by a broker or real estate agent based on any alleged services provided to Lessee.

Section 15.18 No Right of Purchase; No Conveyance of Mineral Interests. Lessee acknowledges and agrees that it has no right to purchase or acquire any fee interest in the Premises, and further acknowledges that no conveyance of or granting of any oil, gas, or other mineral interest to Lessee is made pursuant to this Lease.

Article XVI. Compliance & Nondiscrimination

Section 16.01. Compliance with Safety Requirements.
Lessee shall observe all safety requirements of Lessor relating to Port Bienville Industrial Park, as in effect from time to time, and shall take such steps and actions as may be necessary or directed by Lessor to ensure that all officers, employees, representatives, invitees and guests of Lessee observe such requirements.

Section 16.02 Fines for Safety or Security Violations.
If Lessor incurs any fines or penalties or any cost or expense under any safety or security program or plan pertaining to Lessor or the Port Bienville Industrial Park as a result of any act or omission of Lessee, or any officer, employee, representative, invitee or guest of

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Lessee, Lessee shall pay or reimburse to Lessor, as the case may be, all such fines, penalties, costs, and expenses. Lessee shall further rectify any such safety or security deficiency as may be determined by Lessor. Lessor reserves the right to take whatever action may be necessary to rectify any security deficiency caused by the actions or inactions of Lessee which Lessee fails to timely remedy. In the event Lessor undertakes any such action, Lessee shall immediately pay and reimburse Lessor all monies expended and costs incurred by Lessor in connection therewith.

Section 16.04 Nondiscrimination.
Lessee, for itself, its successors in interest, sublessees and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, creed, color, national origin, sex, age or handicap will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the lease premises; (2) in the construction of any improvements on, over or under such leased premises and the furnishing of services thereon and in connection therewith, no person on the grounds of race, creed, color, national origin or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) leased premises will be used in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and any future amendments.

The undersigned Lessor and Lessee execute this Lease on the 03 day of August 2022.

LESSOR
HANCOCK COUNTY PORT & HARBOR COMMISSION

By: _____
Name: William P. Cotter
Title: Chief Executive Officer

LESSEE
HY STOR ENERGY LP

By: _____
Name: Laura L. Luce
Title: CEO & General Partner

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MISSISSIPPI NOTARY ACKNOWLEDGEMENT

State of Mississippi

County of Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 2nd day of August, 2022 within my jurisdiction, the within named Laura L. Luce, CEO & GP of Hy Stor Energy LP, who acknowledged that he executed the attached Lease Agreement

Laura L. Luce
CEO & General Partner
Hy Stor Energy LP

SWORN TO AND SUBCRIBED BEFORE ME on this, the 2nd **of** August, **2022.**

Notary Public

Seal

STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 100408
JILL KINNARD
Commission Expires
Oct. 13, 2023
JONES COUNTY

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MISSISSIPPI NOTARY ACKNOWLEDGEMENT

State of **Mississippi**

County of **Hancock**

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ **day of** _____, **2022** within my jurisdiction, the within named **William P. Cotter, CEO of Hancock County Port & Harbor Commission**, who acknowledged that he executed the attached **Lease Agreement**

_____
William P. Cotter
CEO
Hancock County Port & Harbor Commission

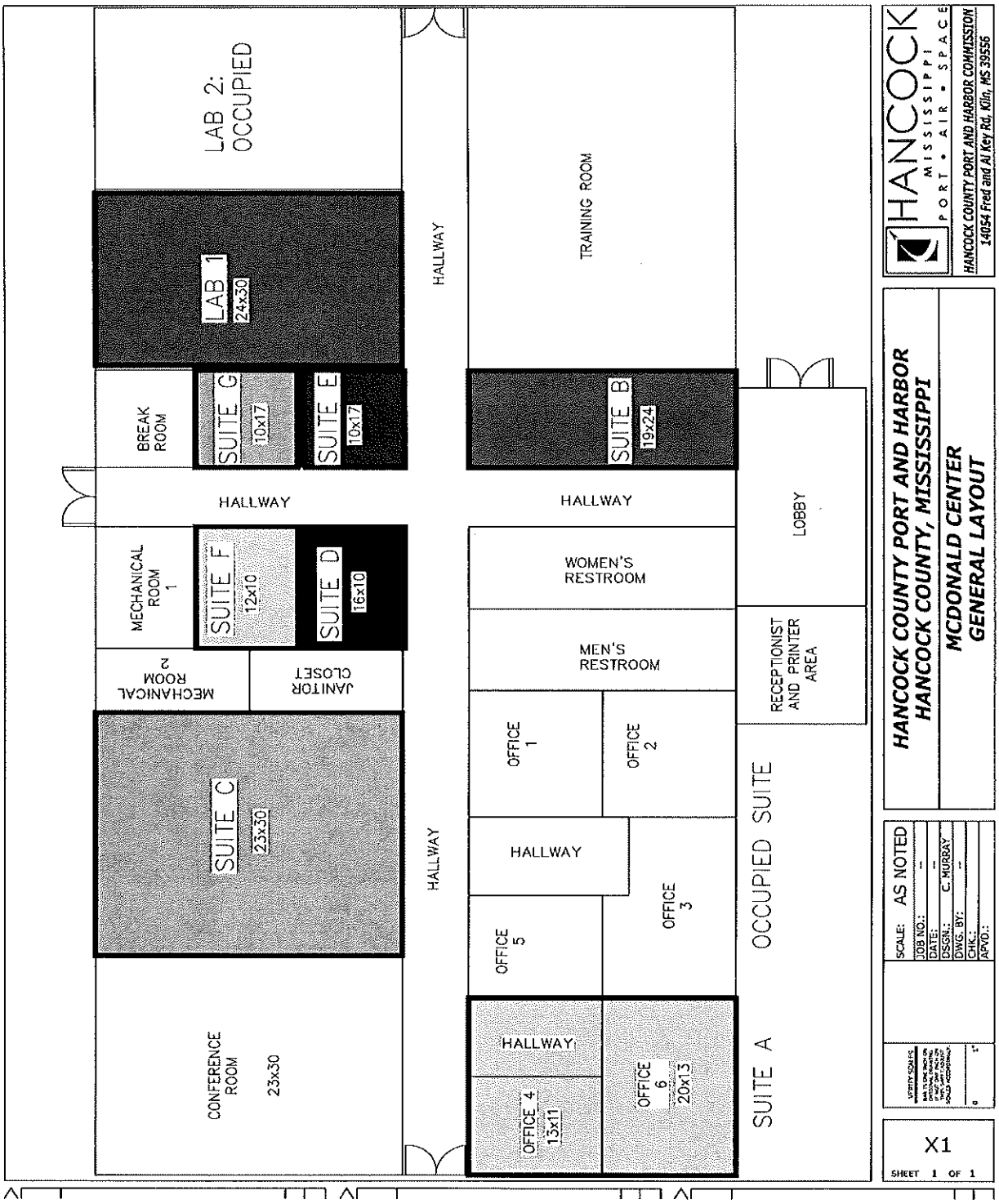
SWORN TO AND SUBCRIBED BEFORE ME on this, the _____ **of** _____, **2022.**

_____
Bridgette Jones
Notary Public

Seal

Attachment: Resolution# 20220808-07 HyStor Lease at McDonald Training Center for 12 months $13,000 (11241 : Accept Lease Agreement with

EXHIBIT "A"
LEASED PREMISES DESCRIPTION



Attachment: Resolution# 20220808-07 HyStor Lease at McDonald Training Center for 12 months $13,000 (11241 : Accept Lease Agreement with

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	August 8, 2022
To:	Port & Harbor Commission
From:	Bridgette Jones, Executive Secretary
Subject:	RESOLUTION# 20220808-08
	MOTION TO AUTHORIZE PAYMENT FOR A CHANGE ORDER SUBMITTED BY PRCC FOR SEWAGE AND DRAINAGE REPAIRS AT STENNIS INTERNATIONAL AIRPORT NOT TO EXCEED $55,000

ATTACHED:
PRCC Change Order

Attachment: Resolution# 20220808-08 PRCC Change Order for Drainage and Sewge Repairs NTE $55,000 (11242 : Accept authorizing payment

Attachment: Resolution# 20220808-08 PRCC Change Order for Drainage and Sewge Repairs NTE $55,000 (11242 : Accept authorizing payment

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220808-08

MOTION TO AUTHORIZE PAYMENT FOR A CHANGE ORDER SUBMITTED BY PRCC FOR SEWAGE AND DRAINAGE REPAIRS AT STENNIS INTERNATIONAL AIRPORT NOT TO EXCEED $55,000

WHEREAS, by **Resolution 20191211-10**, the Hancock County Port & Harbor Commission (Commission") authorized the execution of a pre-paid 30-year Ground Lease Agreement with Pearl River Community College ("PRCC") at Stennis International Airport for 18,833.14 sq ft at $.50 per sq. ft for a total amount of $282,497.10;

WHEREAS, PRCC is using the ground lease to construct a hangar on Stennis International Airport Property to carry out aeronautical activities in support of its aviation related Aerospace Academy;

WHEREAS, the PRCC Aerospace Academy will benefit Stennis International Airport and the surrounding Hancock County;

WHEREAS, PRCC has requested funding from the Commission for a change order to upgrade the Airport Fire Department sewer line & drainage system.

WHEREAS, The proposed change order benefits the Commission in reducing flooding potential and correction of plumbing and sewer system issues;

WHEREAS, it is in the best interest of the Commission to authorize payment not to exceed $55,000 to PRCC for proposed change order;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby accepts and authorizes Staff to proceed with the payment not to exceed $55,000 to PRCC for sewer line and drainage repairs at Stennis International Airport.

ATTACHED:
PRCC Change Order

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Paula Jordan, Vice President
SECONDER:	Aline Ward, Commissioner
AYES:	Swanson, Ward, Casano, Jordan, Martin, Bennett, Necaise
EXCUSED:	David Holman

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
PRCC Change Order

Attachment: Resolution# 20220808-08 PRCC Change Order for Drainage and Sewge Repairs NTE $55,000 (11242 : Accept authorizing payment

ESTIMATE SUMMERY

JOB: PRCC Hangar
LOCATION: Stennis Airport

DATE: 7-22-22
ESTIMATE NO: Change Order #

ITEM	QUANTITY	MATERIAL UNIT	LABOR UNIT	MATERIAL	LABOR
Bad Dirt(Removed)	1.00	3,200.00		3,200.00	0.00
Sewer Line	1.00	4,950.00		4,950.00	0.00
Drainage	1.00	41,965.00	0.00	41,965.00	0.00
Sidewalks	1.00	(1,390.00)	(820.00)	(1,390.00)	(820.00)
Fencing	1.00	500.00		500.00	0.00
Asphalt	1.00	(6,326.00)	0.00	(6,326.00)	0.00
Slab	1.00	373.75	90.00	373.75	90.00
Block	1.00	3,513.00		3,513.00	0.00
MTL Bulding	1.00	460.00		460.00	0.00
Plumbing	1.00	2,000.00		2,000.00	0.00
Dirt(New Grade)	1.00	(6,037.50)		(6,037.50)	0.00
Extend Piles (40')	1.00	3,050.00		3,050.00	0.00
	1.00	0.00		0.00	0.00
	1.00	0.00		0.00	0.00
	1.00	0.00		0.00	0.00
	1.00	0.00		0.00	0.00
	1.00	0.00		0.00	0.00
	1.00	0.00		0.00	0.00
	1.00	0.00		0.00	0.00
	1.00			0.00	0.00
	1.00			0.00	0.00
	1.00			0.00	0.00
	1.00			0.00	0.00
	1.00			0.00	0.00
BUILDERS RISK	1.00	0.00		0.00	0.00
SUBTOTAL				46,258.25	(730.00)
EQUIPMENT/TOOLS	0.00			0.00	
FINAL CLEAN UP	0.00	0.00	0.00	0.00	0.00
TRAVEL	0.50	300.00		150.00	0.00
JOB SUPERVISION	0.50		2,500.00	0.00	1,250.00
JOB OVERHEAD	0.50		500.00	0.00	250.00
SUBTOTAL				46,408.25	770.00
PAYROLL TAX, INS.	0.38				292.60
MATERIAL FWD.					46,408.25
SUBTOTAL					47,470.85
MARGIN/PROFIT	0.10				4,747.09
PERMITS	0.0000				0.00
BOND	0.0144				751.94
SUBTOTAL					52,969.87
SALES TAX	0.0370				1,959.89
FINAL BID					54,929.76

52,115

Attachment: Resolution# 20220808-08 PRCC Change Order for Drainage and Sewge Repairs NTE $55,000 (11242 : Accept authorizing payment

Prepared By
Approved By

PRCC Changes

Sidewalks

deduct	160 x 5		800 sq ft	1.95	1.5	1,560	92
Add	5 x 16		80 sq ft	2.13	1.25	170	100
						-1390	-82

Asphalt

deduct	(195 x 13)/9	Base	281 sq yds	13.25		3723	
		Finish	281 sq yds	13.50		3793	
						-595	
Add	46 x 8/9	Base	41 sq yds	14.50		595	7576
		Finish	41 sq yds	14.50			1190
							-6326

Dirt

	146 x 113 x .5 (10,509 x 1.35)/27		525 cy	11.50		-6037.5	

Ramp in Slab

Striping		15 ea		5.25		78.75	
Platform		3 ea		98.00	30	294	90
						-372.75	-90

Attachment: Resolution# 20220808-08 PRCC Change Order for Drainage and Sewge Repairs NTE $55,000 (11242 : Accept authorizing payment

Prepared By

Approved By

Bad Dirt

	Bad Spot				
EX	92 x 12 x 1 (1,104 x 1.2) / 27	49 cy	6.50		318.50
Fill	92 x 12 x 1 (1104 x 1.35) 27	55 cy	11.50		632.50
	Sewer Trench 1				
EX	97 x 4.5 x 3 (1309 x 1.2) / 27	58 cy	6.50		377.00
Fill	97 x 4.5 x 3 (1309 x 1.35) / 27	65 cy	11.50		747.50
	Sewer Trench 2				
EX	97 x 4.5 x 3 (1309 x 1.2) / 27	58 cy	6.50		377.00
Fill	97 x 4.5 x 3 (1309 x 1.35) / 27	65 cy	11.50		747.50
					3200

Attachment: Resolution# 20220808-08 PRCC Change Order for Drainage and Sewge Repairs NTE $55,000 (11242 : Accept authorizing payment

Brock Day

From: Headin' South <kjdrbu@gmail.com>
Sent: Wednesday, June 8, 2022 8:47 AM
To: Brock Day
Subject: PRC Proposal (Sewer)

Brock

This is Riverbend Undergrounds proposal for the sewer line connecting the fire department back to sewer mair

- 260' of 4" sdr 26
- 3 clean outs
- 1 45 bend

All can be installed for $4950.00

Attachment: Resolution# 20220808-08 PRCC Change Order for Drainage and Sewge Repairs NTE $55,000 (11242 : Accept authorizing payment

Drainage line For SBD Construction
5/2/2022
Riverbend Underground

item	amount	units	price/unit	price
15" hdpe pipe (w/ flaired ends	260	LF	$ 28.00	$ 7,280.00
Concrete Drain Boxes (installed)	5	EA	$ 3,151.00	$ 15,755.00
Gravel (installed)	60	T	$ 54.17	$ 3,250.00
Sand (installed)	56	YDS	$ 49.11	$ 2,750.00
machinary	3	EA	$ 650.00	$ 1,950.00
Total				$ 30,985.00

Attachment: Resolution# 20220808-08 PRCC Change Order for Drainage and Sewge Repairs NTE $55,000 (11242 : Accept authorizing payment

PRC Drainage
6/14/2022
Riverbend Underground

item	Amount	Units	price/unit	Price
Drain boxes	17	EA	$ 2,205.88	$ 37,500.00
15x20 HDPE	700	LF	$ 27.86	$ 19,500.00
concrete	80	Bag	$ 12.50	$ 1,000.00
10' rebar	35	EA	$ 17.14	$ 600.00
sand	30	yds	$ 26.67	$ 800.00
inserta tees	20	EA	$ 215.00	$ 4,300.00
6x20 HDPE	400	LF	$ 12.25	$ 4,900.00
6x6x6 downspout adapters	20	EA	$ 102.53	$ 2,050.60
6" 90 bends	20	EA	$ 80.00	$ 1,600.00
6" snap Coupler	40	EA	$ 17.50	$ 700.00

$ 72,950.60
-30,985.00
41,965.00

Attachment: Resolution# 20220808-08 PRCC Change Order for Drainage and Sewge Repairs NTE $55,000 (11242 : Accept authorizing payment

BENEFIELD MASONRY CONTRACTOR, INC.

Office 228-832-3653
Fax 228-832-3672

P. O. Box 2597 Gulfport, MS 39505

13672 John Clark Road Gulfport, Ms 39503

E-Mail: Wanda@benefieldmasonry.com

June 15, 2022

Sam Day Construction
15296 South Swan Road
Gulfport, Ms 39503

PROJECT: PRCC Aviation & Aerospace Training Hanger

RE: CHANGE ORDER QUOTE

For adding one course of block to outside 8" walls--------$ 3,512.20

Submitted by:
Darrell Benefield
Cell 228-518-0239

Attachment: Resolution# 20220808-08 PRCC Change Order for Drainage and Sewge Repairs NTE $55,000 (11242 : Accept authorizing payment

Estimate

SOUTHERN EXTERIORS FENCE CO
Perkinston, MS 39573
Office: 228-586-2110

Date 6/16/2022
Estimate No. 13295

Customer Information

Sam Day Construction
15296 South Swan Rd
Gulfport, MS 39503
228-832-2077

Description	Quanity	Rate	Amount
MP#31111638 Revised C-400 Add 8 lf of 8' high chain link includes (1) termination post and (1) stretch		500.00	500.00

Note: SEFCO not responsible for any underground utilities not marked prior to installation
(1) year warranty on workmanship (excludes repairs, warping, twisting and cracking of wood.

Subtotal	$500.00
Sales Tax (7.0%)	$0.00
Total	**$500.00**

Attachment: Resolution# 20220808-08 PRCC Change Order for Drainage and Sewge Repairs NTE $55,000 (11242 : Accept authorizing payment

DocuSign Envelope ID: D05E0C0D-B514-491B-B0B3-9D990AE40AF8

CHANGE ORDER CONFIRMATION

124 KIRBY DRIVE
PORTLAND, TN 37148

KIRBY

PH. (615
FAX (80

TO: BROCK DAY
FROM: Clay Jordan
DATE: 16-Jun-22

PAGE: 1 of 1
JOB NO: K2171003A

PROJECT: PRCC HANGAR
BUILDER: Samuel B Day Construction
ADDRESS: 15296 S. Swan Road
Gulfport, MS 39503
Fax #:

CHANGE ORDER NO:

ORIGINAL CONTRACT PRICE:	$331
PREVIOUS C.O.(s) PRICE:	$
CHANGE ADD (DEDUCT):	$4
TOTAL REVISED CONTRACT PRICE:	$332

1. All wall deletions for masonry shown with a height of 3'-4" will change to a height of
Base condition remains as shown in the sales order: Base angle w/ trim.

2. The 44'-0" x 18'-0" hangar door opening will lower 9-1/4" to start below finish floor.
header height from finish floor will now be 17'-2 3/4". The jambs to either side of the opening, and adjacent wall framing will stop at finish floor.

3. The 5'x8' walkdoor framed opening called out on the front sidewall will change to 5'x
1/2". The opening remains field located as original called out.

	PHASE A	PHASE B	PHA
FABRICATION PROCESS (See Order Acknowledgment Letter)...	4-Jul-22		
YOUR ANCHOR BOLT DRAWINGS ARE SCHEDULED FOR...	Rec'd		
CURRENT DELIVERY SCHEDULE IS WEEK ENDING....	12-Aug-22		
THE PRICE EXPIRES ON THIS PROJECT ON...	12-Aug-22		

Shipment after this date may incur an increase in the contract price. Before change will be implemented, this change order must be signed by the buyer. Delivery indicated above may or may not apply to crane materials, if involved. Please consult your Customer Service Representative for further information.

SCHEDULE AND PRICING MAY BE AFFECTED IF NOT APPROVED BY THIS DATE. 22

THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL NOT BE AFFECTED BY THIS CHANGE ORDER.

SELLER:

BUYER'S ACCEPTANCE:

BY: X DocuSigned by: Brock Day
BUYERS AUTHORIZED REPRESENTATIVE

PROPOSED BY Clay Jordan
Project Coordinator

BROCK DAY(PRINTED NAME)

Attachment: Resolution# 20220808-08 PRCC Change Order for Drainage and Sewge Repairs NTE $55,000 (11242 : Accept authorizing payment

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	August 8, 2022
To:	Port & Harbor Commission
From:	Allison Hess,
Subject:	RESOLUTION# 20220808-10
	AUTHORIZING EXECUTION OF TASK ORDER #3 WITH CYPRESS FOR DEVELOPMENT OF SITE 1, SITE 2 & WEST SIDE AT AIRPORT AND SITE 11 AT PORT BIENVILLE FOR AN AMOUNT NOT TO EXCEED $80,566.

ATTACHED:
Task Order 3 UPDATED

Attachment: Resolution# 20220808-10 Authorizing Execution of task order #3 with Cypress for Site 1, 2 & 11 NTE $80,566 (11243 : Accept

HANCOCK
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HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220808-10

AUTHORIZING EXECUTION OF TASK ORDER #3 WITH CYPRESS FOR DEVELOPMENT OF SITE 1, SITE 2 & WEST SIDE AT AIRPORT AND SITE 11 AT PORT BIENVILLE FOR AN AMOUNT NOT TO EXCEED $80,566.

WHEREAS, by Resolution **20210628-06**, the Commission has selected Cypress Environment and Infrastructure for Professional Services relating to site development through Task Orders from time to time;

WHEREAS, the Commission desires to have Cypress Environment and Infrastructure perform professional services on site development at Port Bienville and Stennis Airport including wetland delineation, mitigation planning, environmental assessment, geotechnical assessment, and cultural resources survey Site 11 at Port Bienville and Sites 1 & 2 and West Side at Stennis Airport consistent with project development and permitting requirements;

WHEREAS, it is in the best interest of the Commission to approve the attached Task Order #3 with Cypress Environment and Infrastructure for an amount Not to Exceed $80,566;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby approves and authorizes the execution of Task Order #3 by the Chief Executive Officer for a not to exceed amount of $80,566 with an anticipated timeline of twelve to eighteen months;

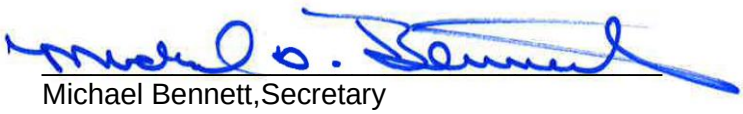
RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Robert Martin, Treasurer
SECONDER:	Michael Bennett, Secretary
AYES:	Swanson, Ward, Casano, Jordan, Martin, Bennett, Necaise
EXCUSED:	David Holman

ATTACHED:
Task Order 3 UPDATED

Attachment: Resolution# 20220808-10 Authorizing Execution of task order #3 with Cypress for Site 1, 2 & 11 NTE $80,566 (11243 : Accept

Derek Necaise, President

ATTEST:



Michael Bennett,Secretary

ATTACHED:
Task Order 3 UPDATED

Attachment: Resolution# 20220808-10 Authorizing Execution of task order #3 with Cypress for Site 1, 2 & 11 NTE $80,566 (11243 : Accept

Attachment: Resolution# 20220808-10 Authorizing Execution of task order #3 with Cypress for Site 1, 2 & 11 NTE $80,566 (11243 : Accept

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 3 OF 4: TASK ORDER FORM

TASK ORDER NO. 3

This is Task Order No. 3, consisting of 9 pages.

Guidance Notes

1. For each specific Task Order, modify this form as to scope, compensation, schedule, baseline information, and other key items. Where the services of the Engineer involve activities under other related Task Orders, those Specific Projects should be identified in this Task Order.
2. For additional discussion regarding the use of this Task Order Form, see the Guidelines for Use section that precedes the text of the Main Agreement.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **[date]**, Owner and Engineer agree as follows:

ARTICLE 1—TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	
c.	Engineer:	**Cypress Environment & Infrastructure**
d.	Specific Project (title)	**HCPHC Regulatory Support:** **1. NASA/USACE Site Development Permit Submittal & Agency Coordination** **2. Port Bienville Site 11 Jurisdictional Determination Extension** **3. Stennis Airport Site 1 Permitting** **4. Stennis Airport Site 2 Permitting**
e.	Specific Project (description):	**1. Develop and submit NASA/USACE Site Development permit application for Stennis Airport Texas Flat Rd Hangar and coordinate standard review process with Federal review agencies** **2. Site 11 at Port Bienville Industrial Park Jurisdictional Determination extension request and coordination.** **3. Develop Joint Application and coordinate with regulatory agencies to permit wetland impacts at Stennis Airport Site 1.** **4. Develop Joint Application and coordinate with regulatory agencies to permit wetland impacts at Stennis Airport Site 2.**

Attachment: Resolution# 20220808-10 Authorizing Execution of task order #3 with Cypress for Site 1, 2 & 11 NTE $80,566 (11243 : Accept

f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

ARTICLE 2—BASELINE INFORMATION

Guidance Notes – Baseline Information

1. Inherent in establishing the scope of Engineer's services for a specific Task Order is clearly defining the nature of the facility or facilities to be studied, planned, designed, or built, to the extent known at the time the Task Order is issued. Providing such information creates a mutual understanding by the parties as to the services that will be needed, as well as the level of effort and time (and thus cost) required to deliver those services. To accurately establish the scope of services, it is almost always in the best interest of both the Owner and the Engineer when the Owner provides as much detailed baseline information regarding the facilities as is reasonably available.
2. If known, the baseline information regarding the physical improvements to be designed should include important controlling features, assumptions, and limitations that may affect Engineer's services. The information may be expressly stated below or by reference to external sources, such as requests for proposal or actual proposals, both of which often contain project descriptions.

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information.

1. Here insert relevant information about the Specific Project, either directly or by reference, to the extent known and necessary to give context to the Engineer's services that are specified in Exhibit A.
2. Below are some suggested or sample categories of information that may have been furnished to Engineer as baseline information about the Specific Project. Other categories may be relevant to the specific engagement.
3. In Paragraph 6.09.A of the Main Agreement the Owner represents that no Constituents of Concern, other than those disclosed to Engineer, exist at or adjacent to the Site. Such disclosures may be made here; and any specific exception to the Owner's representation should be addressed here or elsewhere in the Task Order.
4. Note that the term "Specific Project" is broadly defined; in most cases it will be sufficient here to describe information relevant to those portions of the Specific Project within Engineer's scope of services.

Specific Project Title: **HCPHC Regulatory Support:**

1. NASA/USACE Site Development Permit Submittal & Agency Coordination

Attachment: Resolution# 20220808-10 Authorizing Execution of task order #3 with Cypress for Site 1, 2 & 11 NTE $80,566 (11243 : Accept

2. **Port Bienville Site 11 Jurisdictional Determination Extension**
3. **Stennis Airport Site 1 Permitting**
4. **Stennis Airport Site 2 Permitting**

Type and Size of Facility:	HCPHC Stennis Airport Site Texas Flat Rd Hangar, Site 11 at Port Bienville Industrial Park, Site 1 at Stennis Airport, and Site 2 at Stennis Airport
Description of Improvements:	NA
Expected Construction Start:	NA
Prior Studies, Reports, Plans:	NA
Facility Location(s):	HCPHC Stennis Airport Site Texas Flat Rd Hangar, Site 11 at Port Bienville Industrial Park, Site 1 at Stennis Airport, and Site 2 at Stennis Airport
Current Specific Project Budget:	$80,566
Funding Sources:	
Known Design Standards:	NA
Known Specific Project Limitations:	NA
Specific Project Assumptions:	
Other Pertinent Information:	

ARTICLE 3—SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following options and delete the others.]

☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. **[Attach a scope of services exhibit labeled "Exhibit A." This exhibit will often be based on E-505's published Exhibit A to Task Order, as modified for the specific Task Order; or at the user's option the exhibit may consist of an attached custom-drafted scope of services, or a scope of services set out in a separate document such as a letter or proposal.]**

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

Attachment: Resolution# 20220808-10 Authorizing Execution of task order #3 with Cypress for Site 1, 2 & 11 NTE $80,566 (11243 : Accept

Notes to User

1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A for this Task Order (or state "Does not apply" or similar), or in any other scope of services text or document.
2. Modify Exhibit D to Task Order to suit this specific Task Order, and attach the modified document.

C. Resident Project Representative (RPR) Services:

1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.

D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, **[if more clarity is needed, identify specific situations qualifying as additional effort, such as those described in Exhibit A to Task Order, Paragraph 2.01]** are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

ARTICLE 4—DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

ARTICLE 5—ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **[State any supplementary Owner responsibilities applicable to this Task Order here.]**

ARTICLE 6—TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Indicate "Not Applicable" if the schedule in Exhibit B, as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment
	NA	

ARTICLE 7—ENGINEER'S COMPENSATION

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Attachment: Resolution# 20220808-10 Authorizing Execution of task order #3 with Cypress for Site 1, 2 & 11 NTE $80,566 (11243 : Accept

Notes to User

1. Delete line items that do not apply to this Task Order.
2. For each line item indicate either "Lump Sum," "Direct Labor," "Hourly Rates" or other method as the Basis of Compensation.
3. Revise, if necessary, with descriptions of key phases or subtasks, or cross-reference to Exhibit A to Task Order or other scope of services as appropriate.
4. In the typical Task Order many of the line items under Item 1, Basic Services, will be governed by a single Basis of Compensation; however, it is not unusual to have some variation in compensation methods among the services, so the table allows the user to establish specific bases of compensation for each of the various Basic Compensation phases or subtasks (1.a and following.) Add or remove subtask items as needed.
5. If compensation for a phase or subtask of Engineer's services will vary if the construction contractor extends its time at the site, then the information furnished in the asterisked note at the end of the table will serve as the baseline for a possible adjustment of compensation.

Description of Service	Amount	Basis of Compensation
1. Basic Services	$0.00	[ ]
a. Subtask 1 and 2	$27,538.00	[ ]
b. Subtask 3	$28,786.00	
c. Subtask 4	$24.242.00	
2. Resident Project Representative Services*	NA	[ ]
TOTAL COMPENSATION Not To Exceed (items 1 and 2)	$80,566.00	
3. Additional Services under Section 2.D above Not To Exceed	NA	[ ]

*Based on a 18-month continuous study and coordination period.

Attachment: Resolution# 20220808-10 Authorizing Execution of task order #3 with Cypress for Site 1, 2 & 11 NTE $80,566 (11243 : Accept

C. Estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. Compensation is based on Time and Material and shall not exceed total amount stated above unless approved in writing by the Owner

ARTICLE 8—ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. **NONE**

ARTICLE 9—EXHIBITS AND ATTACHMENTS:

A. Exhibit A to Task Order—Engineer's Services Under Task Order

B. Exhibit B to Task Order—Task Order Deliverables Schedule

C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order

D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)

E. Other:

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

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OWNER:	**ENGINEER:**
By: HANCOCK COUNTY PORT AND HARBOR COMMISSION	By: **Cypress Environment & Infrastructure**
Print Name: WILLIAM P. COTTER	Print Name: Cynthia Henderson
Title: CEO	Title: President
	Engineer's License or Firm's Certificate No. (if required): E-2389
	State of: Mississippi
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name:	Name: Marc Foster
Title:	Title: Vice President
Address: 14054 Fred & Al Key Road | Kiln, MS 39556	Address: 906 DeSoto St, Ocean Springs, MS 39564
E-Mail Address:	E-Mail Address: mfoster@cypressei.com
Phone: (228) 467-9231 (ext. 24)	Phone: 228-596-1580
Date:	Date: 7/27/2022

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OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 4 OF 4: EXHIBITS TO TASK ORDER

EXHIBITS TO TASK ORDER

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Guidance Notes—Preparing Exhibit A for the Specific Project

1. As published, Exhibit A, Engineer's Services Under Task Order, contains a comprehensive scope of services, starting with Study and Report Phase services and continuing through Preliminary Design, Final Design, Construction Phase services, Post-Construction services, and potential Additional Services. For each specific Task Order, Owner and Engineer should carefully review and modify Exhibit A to reflect the needs of the Specific Project. In some cases this may entail supplementing the published provisions with more specific or detailed descriptions of services. In other cases the parties may substantially trim the scope of services, for example by narrowing the scope to Study and Report Phase services only, or by reducing the Engineer's role during construction.

2. Even when most of Exhibit A as published is retained, the user will note that there are many places in which it is necessary to furnish Task Order-specific information, as indicated by notes and prompts.

3. Exhibit A as published is coordinated with the Main Agreement and its exhibits, the Task Order Form, and the other Task Order exhibits; and also with the terms and provisions of related EJCDC documents, most notably with the content of EJCDC® C-700 2018, Standard General Conditions of the Construction Contract, and the other 2018 Construction Series documents. When supplementing or revising Exhibit A for use as an exhibit to a specific Task Order, the user should take care to preserve this coordination, by using consistent terminology, and by noting and addressing any divergence between Engineer's duties in Exhibit A (as modified) and in other sections of the Agreement or related documents such as C-700.

4. As an acceptable alternative to basing the scope of Engineer's services on Exhibit A as published, some users prefer to substitute a customized scope of services document. The customized scope of services document may be based on the content of Engineer's proposal to provide services, on Owner's specific procurement and construction processes, or on highly specialized descriptions of services. When a customized scope of services is used (as an alternative to basing the scope on Exhibit A as published), the user should take additional precautions to assure coordination of duties, requirements, and terminology within the Agreement, and with respect to related documents.

5. This Exhibit has been drafted in anticipation of use with a Task Order under a Specific Project. (See definition of "Specific Project" in the Main Agreement, Paragraph 7.01.A.) If the term "Project" is used alone, it should be construed as applying to that Specific Project, unless by context, the use plainly refers

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to a project or program of which the Specific Project is only a part. Care should be exercised in editing the exhibit to use the term "Specific Project" unless a different concept is intended.

6. This Exhibit A, Engineer's Services Under Task Order, differs from the Exhibit A ("Engineer's Services) that accompanies EJCDC® E-500 in two significant respects: (a) E-500's Exhibit A begins with a Baseline Information section. In this document, the Baseline Information section has been relocated to the Task Order Form. (b) E-500's Exhibit A contains a complete Management of Engineering Services section. In this document, the Management of Engineering Services provisions have been relocated to Paragraph 1.03 in the Main Agreement; this is noted in Paragraph 1.01 below.

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

Guidance Notes—Quantification of Certain Services

1. This Exhibit includes numerous services that, depending on the nature of the Task Order, will likely be provided on multiple occasions, for repetitive activities, or recurring periods or intervals. Examples are progress meetings, responding to requests for information or interpretation (RFI), reviewing Bidder or Contractor "or equals" or substitution requests, and processing Change Proposals.

a. Because the quantity of such repetitive activities is wholly dependent upon the needs of the Project, no single or "standard" specified quantity is offered here.

b. The general approach of this Exhibit is that Engineer's Basic Services include a reasonable number of such repetitive activities, unless a bracketed selection or option is provided.

c. Excessive quantities of repetitive activities are typically handled as Additional Services.

d. The parties may desire specificity as to the quantity of any repetitive service to be provided, both to assure the Owner as to the number of such activities to be included and to facilitate budgeting for Basic Services. Anywhere in this Exhibit A that a repetitive service is stated, the parties may modify the wording to define a specific quantity for the service to be included as a Basic Service.

ARTICLE 10—BASIC SERVICES

10.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

10.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:

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1) **[List the specific potential solutions to be studied and evaluated here]**.

b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.

6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.

9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.

10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."

11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.

12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established

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thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

13. Utilities, including Underground Facilities

a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.

b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.

c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.

d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.

e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.

1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).

a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.

b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

16. Perform or provide the following other Study and Report Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

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18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

Guidance Notes—Preliminary Design Phase

1. In the Preliminary Design Phase, all major decisions on the Specific Project's scope, extent, design criteria, and quality should be finalized, and a preliminary design (usually including preliminary drawings and a preliminary list of expected specifications) established. The Preliminary Design Phase should fully set the stage for development of the final Drawings, Specifications, and other Bidding Documents.

2. The suggested report content included in Exhibit A for the Study and Report Phase (Exhibit A Paragraph 1.02 above) and the Preliminary Design Phase (Exhibit A Paragraph 1.03 below) are general guides to elements and subject matter often contained in such reports, and may be either more or less comprehensive than what is needed to establish the scope of Engineer's services for the Specific Project.

3. As with all of Exhibit A, the scope for report content is intended to be customized for each particular Specific Project.

4. Many owners, funding agencies, and regulatory authorities have published report guidelines that may be good resources for establishing a report scope. For example, the United States Department of Agriculture, Rural Development (USDA/RD), has developed a template for preliminary engineering reports (PER) which may also be useful guidance for projects without USDA/RD involvement.

5. Often in engineering projects, the interim design submittals are labeled as 30%, 60%, 90%, and 100%, or other percentages based on owner usage, to indicate level of completeness of the overall design. These can be misleading labels, as level of completeness is not easily measured in objective metrics, and, on multidiscipline projects (the rule, not the exception), not all disciplines are at the same level of completeness at every design submittal. EJCDC does not use the percentage system to define design completion status, but as an approximate reference for users who are accustomed to percentages, completion of Engineer's services in the Preliminary Design Phase roughly corresponds to 30% design completion.

6. The Preliminary Design Phase services that follow include specific obligations with respect to utilities at the Site. These should be carefully reviewed and modified as necessary to conform to practices and Laws and Regulations applicable to the Specific Project.

10.03 Preliminary Design Phase (30%)

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Specific Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution,

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related Specific Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the following format: **[specify the format that is appropriate to the scope of the design and sufficient for Owner's purposes—ranging from a consolidated and comprehensive narrative report to an assemblage of required documents]**.

4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:

a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").

b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.

c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.

d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.

e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

f. Revised opinions of probable Construction Cost.

g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;

h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.

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i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.

j. Other matters and information pertinent to addressing the Specific Project Goals.

5. In preparing the Preliminary Design Phase Report, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.

6. Visit the Site as needed to prepare the Preliminary Design Phase Report.

7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

8. Above-Ground Utilities

a. Review above-ground utilities information obtained from Owner and from observations at the Site.

b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

9. Underground Facilities

a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.

b. Such Underground Facilities Procedure must take into account the Site and the nature of the Specific Project.

c. Use the Underground Facilities Procedure to aid in the performance of design services:

1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.

2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.

3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts

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with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.

c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.

b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.

13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.

Notes to User—If Engineer will have limited or no involvement in preparing Bidding/Proposal Documents or Front-End Construction Contract Documents, modify the following paragraph. See Guidance Note 3 at Exhibit A Paragraph 1.04.

14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents, and any other related documents or content for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

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b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.

b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.

16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

10.04 Final Design Phase (60%, 90% and 100%)

Guidance Notes

1. In the Final Design Phase, the Engineer prepares the final Drawings and Specifications. In many cases the Engineer will also prepare or assist in the preparation (by Owner or others) of the bidding and contracting documents.

2. As noted above with respect to the Preliminary Design Phase, in Guidance Note 5, immediately preceding Exhibit A Paragraph 1.03 above, it is common to refer to interim design submittals as 30%, 60%, 90%, and 100%, to indicate the level of completeness of the overall design. Although EJCDC does not use these percentage labels (for the reasons stated in the cited Guidance Note 5 above), for reference purposes the Engineer's completion of the Preliminary Design Phase should bring the design to roughly 30% completion. The first draft referred to here in the Final Design Phase (1.04.B.1) is a rough equivalent of 60% completion; the second draft (1.04.B.2) may be thought of as roughly 90% completion; and the third and final draft (1.04.B.3) as 100% completion.

3. Some owners prefer to handle the preparation of construction procurement (by bidding or other selection methods) and the construction contract documents (together commonly referred to as "Division 00" under the Construction Specifications Institute (CSI) MasterFormat™) with little or no involvement by

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the Engineer, other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents. Instead, such owners rely either on their own in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, modify the requirements of Exhibit A Paragraph 1.04.D, regarding Bidding/Proposal Documents and Construction Contract Documents, as well as the contents of Article 2, Owner's Responsibilities, to fit the requirements of the specific engagement.

4. This exhibit has been coordinated for use with the 2018 EJCDC Construction Documents. When other bidding and contract documents will be used on the Specific Project, it is important for the Owner and Engineer to carefully coordinate the Engineer's authority, responsibilities, and scope of services (especially during construction) under such other forms with the provisions of Exhibit A. If the final bidding and contract requirements are not known at the time of the execution of the agreement, some modifications to the Agreement may be needed during the review by the parties under the Construction Phase services in Exhibit A Paragraph 1.06.A.

A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **[Enter number of contracts]**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

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Notes to User—The number of interim drafts of the Drawings and Specifications (design documents) to be delivered to Owner during the Final Design Phase will vary, depending on Specific Project needs and complexity. The following paragraphs and the associated Exhibit B, Deliverables Schedule, assume delivery of two interim drafts of the design documents during this Phase, followed by delivery of the final Drawings and Specifications—edit to add or remove interim deliveries based on the needs of the Specific Project. Consider adding detail regarding the criteria, objectives, and characteristics of the interim submittals; and note any exceptions to the requirement to include all Drawings and Specifications in each interim delivery.

1. First Final Design Phase draft of all Drawings and Specifications.

2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.

3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.

C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.

D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Template documents will be provided by owner.

2. When Engineer is required to use other than the documents provided by owner, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:

1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.

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F. Engineer shall perform or furnish the following other Final Design Phase services:

Notes to User—It may be prudent to specify the number of site visits, especially if field verification of existing facilities is necessary.

1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

2. Assist with or prepare applications for permits and approvals, as follows:

a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.

b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project:

1) **[identify specific permit or approval applications]**.

c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.

d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.

e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Specific Project and receive the agency's comments on the application.

g. Engineer does not guarantee issuance of any required permit or approval.

h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.

4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

a. First draft design review meeting at Owner's office.

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b. Second draft design review meeting at Owner's office.

c. **[Indicate others as appropriate for the Specific Project]**.

d. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.

8. Perform or provide the following other Final Design Phase activities or deliverables:

a. **[List any such tasks or deliverables here]**.

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

10.05 Bidding/Proposal Phase

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.

a. **Bid documents will be distributed via Owner's planroom at www.portairspacework.com**

b. **Electronic bids will be received at www.portairspacework.com.**

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.

4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

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5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.

6. Consult with Owner as to the qualifications of prospective contractors.

7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:

a. Coordinate with outside funding sources on funding requirements and documentation required with bids

b. Provide grant scope modifications if necessary

10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

10.06 Construction Phase

A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.

1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified

2. Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in Standard General Conditions of the Construction Contract or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2)

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identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. Resident Project Representative (RPR): Engineer will provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. **[If Engineer will not be providing RPR services under the specific Task Order, then delete this Paragraph 3 by inserting the word "DELETED" after the paragraph title; do not include Exhibit D as an exhibit to the specific Task Order; and do not include RPR compensation in Paragraph 7 of the Exhibit specific Task Order.]**

3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.

4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

5. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. Schedules: Receive, review, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

a. Schedules will be acceptable to Engineer as to form and substance:

1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

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3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

10. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

Notes to User—To the extent that the parties may want to better quantify the number of actual visits for budgeting or quality assurance purposes, it may be advisable to insert at the beginning of Paragraph 11.a an agreed-upon frequency of Engineer's site visits, e.g. "at approximately weekly intervals during periods of active construction" in lieu of the more general "intervals appropriate to the various stages of construction."

a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

11. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the

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scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

12. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

13. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

14. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

15. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

16. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

17. Change Proposals and Claims

a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

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18. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

19. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

20. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

21. Inspections and Tests

a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

22. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations

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of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

23. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

24. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

25. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

26. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is

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acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

27.Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

10.07 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 11—ADDITIONAL SERVICES

11.01 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

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1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items;

b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;

c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer’s services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties’ entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer’s services will be part of Basic Services.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).

7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally

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required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

11.To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

12.Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

11.02 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.

7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

8.

9. Undertaking investigations and studies including, but not limited to:

a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

b. detailed consideration of operations, maintenance, and overhead expenses;

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c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

d. preparation of appraisals;

e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

f. detailed quantity surveys of materials, equipment, and labor; and

g. audits or inventories required in connection with construction performed or furnished by Owner.

10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

12. Providing the following services:

a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.

b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).

14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

17. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.

18. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and

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services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

19. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

20. Preparation of operation, maintenance, and staffing manuals.

21. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.

22. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).

23. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.

24. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

25. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

26. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT B—EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Guidance Notes—Preparing Exhibit B for the Specific Project

1. Exhibit B, Task Order Deliverables Schedule, provides a framework for preparing a schedule for Engineer's progress in performing and completing services. It also allows the user to identify related schedule obligations of Owner—for example, the scheduled "turnaround time" for reviewing a specific set of draft documents and providing comments to Engineer. The sample action items in the table in Exhibit B, as published, are based on the scope of engineering services in Exhibit A, as published. EJCDC contemplates that most users will make changes to Exhibit A: corresponding changes should then be made here in Exhibit B.

2. Many users will replace the sample table with a customized progress schedule, perhaps taken from a proposal, or prepared in another format. When this approach is taken, be sure to coordinate the contents of the schedule with Exhibit A, as modified for the Specific Project. Cross-references to specific provisions of the scope document are typically useful in tying the two exhibits together—see Column 3 below.

3. The last three items in the Task Order Deliverables Schedule, as published, are for possible use if Exhibit A requires the delivery of Documents by Engineer in the Bidding/Proposal Phase, Construction Phase, or Post-Construction Phase. If any of these items are used, it may also be appropriate to add a related entry for Owner's review and acceptance of the deliverables, or for other actions.

4. This schedule is focused on the delivery and review of Documents. As part of its services, Engineer will develop and submit an Engineering Services Schedule that will be consistent with the Deliverables Schedule, but will address a broader range of activities. See Exhibit A Paragraph 1.01.A.1.

5. Careful preparation of the Deliverables Schedule, and compliance with the schedule it establishes, will typically have a significant beneficial impact on project success.

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph and table.

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **3** review copies of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within **[number]** days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within **[number]** days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit **3** copies of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within **[number]** days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Submit **3** review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within **[number]** days of Owner's authorization to proceed with Preliminary Design Phase services.

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Party	Action	Exhibit A Reference	Schedule
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within **[number]** days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **3** copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within **[number]** days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **3** copies of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within **[number]** days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within **[number]** days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit **3** copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within **[number]** days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit **3** of copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within **[number]** days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit **3** copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within **[number]** days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within **[number]** days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit to Owner: **3** copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and **3** of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2; 1.04.G.3	Within **[number]** days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit **3** copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within **[number]** days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit **3** copies of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.B.26.a to Owner.	1.06.B.26.a	Within **[number]** days of **[applicable benchmark event such as commencement of the Construction Contract Times]**
Engineer	Submit **3** copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	1.07.A.3.a	Within **[number]** days of Substantial Completion.

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EXHIBIT C—EXHIBIT C—RESERVED

Guidance Notes—Exhibit C

1. See Exhibit C—Amendment to Main Agreement, in E-505 Part 2 of 4: Exhibits to Main Agreement.

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EXHIBIT D—EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Main Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. The RPR will provide full-time representation **[revise if representation will be less than full time]**.

C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

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a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings, Samples, and other Submittals

a. Receive Samples that are furnished at the Site by Contractor.

b. Receive Contractor-approved Shop Drawings.

c. Receive other Submittals from Contractor.

d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. Review of Work; Defective Work

a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

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a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting

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particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14.Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15.Completion

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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EXHIBIT E—EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

Notes to User

1. Exhibit A Paragraph 1.06.B.27 indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations, including those set forth in the form for that purpose, which is attached in Exhibit E, "EJCDC® C-626, Notice of Acceptability of Work." That form is attached on the following pages of this Exhibit E. The C-626 form included here is published by EJCDC as part of the 2018 Construction Series.

2. This Notice of Acceptability of Work is the "written notice" referred to in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.06.C.

3. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 18.01, Giving Notice.

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of

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responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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EXHIBIT F—EXHIBIT F—RESERVED

Guidance Notes—Exhibit F

1. See Exhibit F—Electronic Documents Protocol (EDP), in E-505 Part 2 of 4: Exhibits to Main Agreement.

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EXHIBIT G—EXHIBIT G—RESERVED

Guidance Notes—Exhibit G

1. See Exhibit G—Insurance, in E-505 Part 2 of 4: Exhibits to Main Agreement.

EXHIBIT H—EXHIBIT H—RESERVED

Guidance Notes—Exhibit H

1. See Exhibit H—Dispute Resolution, in E-505 Part 2 of 4: Exhibits to Main Agreement.

Exhibit H Omitted.

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EXHIBIT I—EXHIBIT I—RESERVED

Guidance Notes—Exhibit I

1. See Exhibit I—Limitations of Liability, in E-505 Part 2 of 4: Exhibits to Main Agreement.

Exhibit I Omitted

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EXHIBIT A – SCOPE OF WORK DESCRIPTION

Task 1: NASA/USACE Site Development Permit Submittal & Agency Coordination

Cypress will develop and submit a permit application package for site development to NASA and USACE. The permit application will include development at a hangar site at Stennis Airport located adjacent to Texas Flat Road. After submittal of the application package, Cypress will coordinate a standard review process with Federal review agencies

Task 2: Site 11 Port Bienville Jurisdictional Determination

Cypress will submit a request for an extension of the current Jurisdictional Determination for Site 11 at Port Bienville Industrial Park. After submittal of the request, Cypress will coordinate with Federal review agencies.

Task 3: Stennis Airport Site 1 Permitting

Cypress will develop and submit an individual permit application package for existing wetland impacts at Site 1. After submittal of the application package, Cypress will coordinate a standard review process with Federal review agencies

Task 4: Stennis Airport Site 2 Permitting

Cypress will coordinate with USACE to determine if they will accept execution of the provisional permit SAM-2010-01522-PAH. If USACE requires a new permit, Cypress will develop and submit an individual permit application package for existing wetland impacts at Site 2. After submittal of the application package, Cypress will coordinate a standard review process with Federal review agencies

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EXHIBIT B – SCHEDULE

Party	Action	Exhibit A Reference	Schedule
Cypress	Begin development of permit application package	Task 1	Within 2 weeks of NTP
Cypress	Submit permit application package to NASA/USACE	Task 1	Within 10 weeks of NTP
Cypress	Coordinate standard review process with Federal review agencies	Task 1	Dependent on NASA/USACE review timeline
Cypress	Submit request for JD extension for Site 11	Task 2	Within 4 weeks of NTP
Cypress	Coordinate standard review process with Federal review agencies	Task 2	Dependent on USACE review timeline
Cypress	Begin development of Joint Application package	Task 3	Within 4 weeks of NTP
Cypress	Submit Joint Application package	Task 3	Within 16 weeks of NTP
Cypress	Coordinate standard review process with Federal review agencies	Task 3	Dependent on USACE review timeline
Cypress	Coordination with USACE on provisional permit SAM-2010-01522-PAH	Task 4	Within 2 weeks NTP
Cypress	Begin development of Joint Application package	Task 4	Within 4 weeks of NTP
Cypress	Submit Joint Application package	Task 4	Within 16 weeks of NTP
Cypress	Coordinate standard review process with Federal review agencies	Task 4	Dependent on USACE review timeline

Attachment: Resolution# 20220808-10 Authorizing Execution of task order #3 with Cypress for Site 1, 2 & 11 NTE $80,566 (11243 : Accept

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	August 8, 2022
To:	Port & Harbor Commission
From:	Bridgette Jones, Executive Secretary
Subject:	RESOLUTION# 20220808-09
	ACCEPT AND AUTHORIZE CHIEF EXECUTIVE OFFICER TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR AIP GRANT NO # 3-28-0005-041-2022 IN THE AMOUNT OF $160,040 TO REIMBURSE A PORTION OF THE LAND ACQUISITION COSTS OF THE AIRCRAFT PACKAGING HANGAR

ATTACHED:
Grant Agreement HSA-SOG-3-28-0005-041-2022 $160,040 AIG Packaging Hangar

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar (11244 : Accept AIP Grant

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220808-09

ACCEPT AND AUTHORIZE CHIEF EXECUTIVE OFFICER TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR AIP GRANT NO # 3-28-0005-041-2022 IN THE AMOUNT OF $160,040 TO REIMBURSE A PORTION OF THE LAND ACQUISITION COSTS OF THE AIRCRAFT PACKAGING HANGAR

WHEREAS, in FY 2021, it came for consideration by the Hancock County Port & Harbor Commission ("Commission") the potential to purchase from the Paulas Estate a 12,500 Square Foot Aircraft Packaging Hangar & approximately 2.0 acres (the "Property");

WHEREAS, by **Resolution 20210809-05**, the Property was purchased by the Commission and closing documents executed and recorded by Resolution 20211025-05;

WHEREAS, Staff applied for reimbursement of a portion of the appraised land value of the Aircraft Packaging Hangar in October 2021 with the Federal Aviation Administration through the Airport Improvement Program;

WHEREAS, By **Resolution 20220725-06,** the Commission accepted a grant offer from the Federal Aviation Administration in the amount of $300,000;

WHEREAS, the Commission has received an additional grant (#3-28-0005-041-2022) offer from the Federal Aviation Administration in the amount of $160,040;

WHEREAS, it would be in the best interest of the Hancock County Port and Harbor Commission to accept said grant offer;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby accepts and authorizes its Chief Executive Officer to Execute a Grant Agreement with the Federal Aviation Administration for AIP Grant No # 3-28-0005-041-2022 in the Amount of $160,040 to reimburse a portion of the land acquisition costs of the Aircraft Packaging Hangar

ATTACHED:
Grant Agreement HSA-SOG-3-28-0005-041-2022 $160,040 AIG Packaging Hangar

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar (11244 : Accept AIP Grant

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Michael Casano, Commissioner
SECONDER:	Robert Martin, Treasurer
AYES:	Swanson, Ward, Casano, Jordan, Martin, Bennett, Necaise
EXCUSED:	David Holman

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Grant Agreement HSA-SOG-3-28-0005-041-2022 $160,040 AIG Packaging Hangar

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar (11244 : Accept AIP Grant

RECEIVED AUG 0 1

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Mississippi

Jackson Airports District
Office:
100 West Cross St., Suite B
Jackson, MS 39208-2307

July 28, 2022

Mr. William P. Cotter, Jr., C.M.
Chief Executive Officer
Hancock County Port and Harbor Commission
14054 Fred & Al Key Road
Kiln, MS 39556

Dear Mr. Cotter:

An original and two copies of the Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-28-0005-041-2022 at Stennis International Airport are enclosed for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their signature to the appropriate certificate at the end of the agreement. All signatures must be made with blue or black ink; signature stamps are not acceptable.
3. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their signature to the appropriate certificate at the end of the agreement.
4. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 27, 2022**.
5. After you fully execute the Grant Agreement:
   a. Send an original wet-signed copy of the executed agreement to our office via U.S. Mail or other commercial courier;
   b. Retain one original wet-signed copy of the executed agreement for your records;
   c. Send a PDF scan or copy of the signed agreement to our office by email because time is critical for entering the executed grant into the FAA system.

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar (11244 : Accept AIP Grant

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. [Selection Criteria: Point of Contact Name], ([Selection Criteria: Point of Contact Number] [Selection Criteria: Point of Contact E-mail]), is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar (11244 : Accept AIP Grant

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

William J. Schuller
Acting Manager, Jackson Airports District Office

CC:

Josh Stubbs, Mississippi Department of Transportation – Aeronautics
Tonya Ladner, Hancock County Port and Harbor Commission
Ellen Ceaser, Hancock County Port and Harbor Commission
Madeline Walker, Hancock County Port and Harbor Commission
Maureen Anderson, Hancock County Port and Harbor Commission
Chanse Watson, Stennis International Airport

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar (11244 : Accept AIP Grant

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar (11244 : Accept AIP Grant

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	July 28, 2022
Airport/Planning Area	Stennis International Airport
Airport Infrastructure Grant Number	3-28-0005-041-2022
Unique Entity Identifier	WSA6Z8GF3Q26

TO: HANCOCK COUNTY, MISSISSIPPI

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 3, 2022, for a grant of Federal funds for a project at or associated with the Stennis International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Stennis International Airport (herein called the "Project") consisting of the following:

> Acquire Miscellaneous Land [partial parcel 11 as depicted on the Exhibit A dated April 2011 (parcel 8 as depicted on the draft Exhibit A/Airport Property Map dated July 2022), future development (1± acres)]

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out H.R. 3684, the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the

accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90% of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $160,040.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $0 for airport development or noise program implementation; and,
   $160,040 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1) Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar (11244 : Accept AIP Grant

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), and the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 27, 2022,** or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar (11244 : Accept AIP Grant

information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of funds, issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

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c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**
PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar (11244 : Accept AIP Grant

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

   i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

   1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

   2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

   3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:

   1. Is determined to have violated a prohibition in paragraph (a) of this condition; or

   2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –

      i. Associated with performance under this Grant; or

      ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:

   1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

   2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar (11244 : Accept AIP Grant

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 2011 (and draft Exhibit A/Airport Property Map dated July 2022), is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

    a. Prohibition of Reprisals

        1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

            i. Gross mismanagement of a Federal grant;

            ii. Gross waste of Federal funds;

            iii. An abuse of authority relating to implementation or use of Federal funds;

            iv. A substantial and specific danger to public health or safety; or

            v. A violation of law, rule, or regulation related to a Federal grant.

        2. Persons and bodies covered — The persons and bodies to which a disclosure by an employee is covered are as follows:

            i. A member of Congress or a representative of a committee of Congress;

            ii. An Inspector General;

            iii. The Government Accountability Office;

            iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;

            v. A court or grand jury;

            vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

            vii. An authorized official of the Department of Justice or other law enforcement agency.

        3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

        4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

        5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

        6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar (11244 : Accept AIP Grant

SPECIAL CONDITIONS

26. **Update Approved Exhibit "A" Property Map for Land in Project.** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

27. **Future Development Land.** The Sponsor agrees to perform the airport development which requires this land acquisition within 20 years of this Grant Agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 20 years for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.

28. **Uniform Relocation Act.** The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs, as further required in accordance with Airport Sponsors Grant Assurance 35 and Non-Airport Sponsors Undertaking Noise Compatibility Program Projects Grant Assurance 21, as applicable.

29. **Land Acquisition.** The Sponsor agrees that no payments will be made on the Grant until the Sponsor has presented evidence to the FAA that it has recorded the Grant Agreement, including the Grant Assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the Grant Agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is *executed*, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

31. **Useable Unit of Work for Companion Grants.** This grant funds a portion (33%) of the project. The sponsor agrees that it will accept a companion grant offer, (3-28-0005-040-2022), to fund the remaining portion (67%) of the project. The sponsor further agrees that the companion grants will result in a complete, safe, useful, and useable unit of work per the project description. The FAA makes no commitment of funding beyond the Sponsor's available allocated funds pursuant to law. If the sponsor does not accept the companion grant, the FAA has the option to close this grant and recover the funds.

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar (11244 : Accept AIP Grant

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

William J. Schuller
(Typed Name)

Acting Manager, Jackson Airports District Office
(Title of FAA Official)

ACKNOWLEDGEMENT

STATE OF _____Mississippi_____

COUNTY OF _____Rankin_____

On ___July 28, 2022___, before me, a Notary Public, personally appeared __William J. Schuller__, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that____he____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Tamera K. Cody
Signature of Notary

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 88218 TAMERA K. CODY Commission Expires Jan. 16, 2024 RANKIN COUNTY

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar (11244 : Accept AIP Grant

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated: _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

_____
Signature of Notary

HANCOCK COUNTY, MISSISSIPPI
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at: _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

_____

Signature of Notary

By: _____

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

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y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

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SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

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9. **Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

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d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

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h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

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27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

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structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"(**HANCOCK COUNTY, MISSISSIPPI**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIG projects as of May 3, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

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RECEIVED AUG 0 1 2022

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southern Region
Mississippi

Jackson Airports District Office:
100 West Cross St., Suite B
Jackson, MS 39208-2307

July 28, 2022

Mr. William P. Cotter, Jr., C.M.
Chief Executive Officer
Hancock County Port and Harbor Commission
14054 Fred & Al Key Road
Kiln, MS 39556

Dear Mr. Cotter:

An original and two copies of the Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-28-0005-041-2022 at Stennis International Airport are enclosed for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their signature to the appropriate certificate at the end of the agreement. All signatures must be made with blue or black ink; signature stamps are not acceptable.
3. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their signature to the appropriate certificate at the end of the agreement.
4. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 27, 2022**.
5. After you fully execute the Grant Agreement:
   a. Send an original wet-signed copy of the executed agreement to our office via U.S. Mail or other commercial courier;
   b. Retain one original wet-signed copy of the executed agreement for your records;
   c. Send a PDF scan or copy of the signed agreement to our office by email because time is critical for entering the executed grant into the FAA system.

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Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. [Selection Criteria: Point of Contact Name], ([Selection Criteria: Point of Contact Number] [Selection Criteria: Point of Contact E-mail]), is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

William J. Schuller
Acting Manager, Jackson Airports District Office

CC:

Josh Stubbs, Mississippi Department of Transportation – Aeronautics
Tonya Ladner, Hancock County Port and Harbor Commission
Ellen Ceaser, Hancock County Port and Harbor Commission
Madeline Walker, Hancock County Port and Harbor Commission
Maureen Anderson, Hancock County Port and Harbor Commission
Chanse Watson, Stennis International Airport

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U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	July 28, 2022
Airport/Planning Area	Stennis International Airport
Airport Infrastructure Grant Number	3-28-0005-041-2022
Unique Entity Identifier	WSA6Z8GF3Q26

TO: HANCOCK COUNTY, MISSISSIPPI

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 3, 2022, for a grant of Federal funds for a project at or associated with the Stennis International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Stennis International Airport (herein called the "Project") consisting of the following:

> Acquire Miscellaneous Land [partial parcel 11 as depicted on the Exhibit A dated April 2011 (parcel 8 as depicted on the draft Exhibit A/Airport Property Map dated July 2022), future development (1± acres)]

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out H.R. 3684, the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the

accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90% of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $160,040.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $0 for airport development or noise program implementation; and,
   $160,040 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1) Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

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2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), and the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 27, 2022,** or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

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information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of funds, issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

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c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**
PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

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2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

   i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

   1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

   2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

   3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:

   1. Is determined to have violated a prohibition in paragraph (a) of this condition; or

   2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –

      i. Associated with performance under this Grant; or

      ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:

   1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

   2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

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24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 2011 (and draft Exhibit A/Airport Property Map dated July 2022), is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

    a. Prohibition of Reprisals

        1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

            i. Gross mismanagement of a Federal grant;

            ii. Gross waste of Federal funds;

            iii. An abuse of authority relating to implementation or use of Federal funds;

            iv. A substantial and specific danger to public health or safety; or

            v. A violation of law, rule, or regulation related to a Federal grant.

        2. Persons and bodies covered — The persons and bodies to which a disclosure by an employee is covered are as follows:

            i. A member of Congress or a representative of a committee of Congress;

            ii. An Inspector General;

            iii. The Government Accountability Office;

            iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;

            v. A court or grand jury;

            vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

            vii. An authorized official of the Department of Justice or other law enforcement agency.

        3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

        4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

        5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

        6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

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SPECIAL CONDITIONS

26. **Update Approved Exhibit "A" Property Map for Land in Project.** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

27. **Future Development Land.** The Sponsor agrees to perform the airport development which requires this land acquisition within 20 years of this Grant Agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 20 years for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.

28. **Uniform Relocation Act.** The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs, as further required in accordance with Airport Sponsors Grant Assurance 35 and Non-Airport Sponsors Undertaking Noise Compatibility Program Projects Grant Assurance 21, as applicable.

29. **Land Acquisition.** The Sponsor agrees that no payments will be made on the Grant until the Sponsor has presented evidence to the FAA that it has recorded the Grant Agreement, including the Grant Assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the Grant Agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is *executed*, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

31. **Useable Unit of Work for Companion Grants.** This grant funds a portion (33%) of the project. The sponsor agrees that it will accept a companion grant offer, (3-28-0005-040-2022), to fund the remaining portion (67%) of the project. The sponsor further agrees that the companion grants will result in a complete, safe, useful, and useable unit of work per the project description. The FAA makes no commitment of funding beyond the Sponsor's available allocated funds pursuant to law. If the sponsor does not accept the companion grant, the FAA has the option to close this grant and recover the funds.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

William J. Schuller
(Typed Name)

Acting Manager, Jackson Airports District Office
(Title of FAA Official)

ACKNOWLEDGEMENT

STATE OF Mississippi

COUNTY OF Rankin

On July 28, 2022, before me, a Notary Public, personally appeared William J. Schuller, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Tamera K. Cody
Signature of Notary

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 88218 TAMERA K. CODY Commission Expires Jan. 16, 2024 RANKIN COUNTY

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar - signed (11244 : Accept AIP Grant

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated: 8.15.22

ACKNOWLEDGEMENT

STATE OF Mississippi

COUNTY OF Hancock

On 8-15-22, before me, a Notary Public, personally appeared William P. Cotter, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that William P Cotter executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Allison M Hess

Signature of Notary

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 280204 ALLISON M. HESS Commission Expires Feb. 25, 2025 HANCOCK COUNTY

HANCOCK COUNTY, MISSISSIPPI

(Name of Sponsor)

William P. Cotter

(Signature of Sponsor's Authorized Official)

By: William P. Cotter

(Typed Name of Sponsor's Authorized Official)

Title: CEO HCPHC

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, Gary Yarborough, Jr., acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at: 8-18-22

ACKNOWLEDGEMENT

STATE OF Mississippi

COUNTY OF Hancock

On 8/18/2022, before me, a Notary Public, personally appeared Gary Yarborough, Jr. who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Valerie Killen Fitts
Signature of Notary

VALERIE KILLEN FITTS COMM. # 290803 NOTARY PUBLIC COMMISSION EXPIRES 5-04-2025 HANCOCK COUNTY, STATE OF MISSISSIPPI

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

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C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

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y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

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j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

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Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

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9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

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States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

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d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

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21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

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h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

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revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar - signed (11244 : Accept AIP Grant

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

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which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

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structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"(**HANCOCK COUNTY, MISSISSIPPI**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

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sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIG projects as of May 3, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

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37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Attachment: Resolution# 20220808-09 AIP Grant Agreement 3-28-0005-041-2022 Aircraft Packaging Hangar - signed (11244 : Accept AIP Grant

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	August 8, 2022
To:	Port & Harbor Commission
From:	Allison Hess,
Subject:	RESOLUTION# 20220808-06
	AUTHORIZING THE EXECUTION OF THE FACILITIES USE AGREEMENT WITH KING LAWN CARE TO USE THE DESIGNATED AREA FOR STORAGE OF EQUIPMENT BEING USED FOR LAWN CARE SERVICES. AGREEMENT COMMENCES ON SEPTEMBER 1, 2022 AND CONTINUES THROUGHOUT THE 3 YEAR MAINTENANCE CONTRACT. FACILITY USE FEES ARE $500/MONTH.

ATTACHED:
King Lawn Care FUA Stennis maintenance storage area executed 8-3-22

Attachment: Resolution# 20220808-06 Facilities Use Agreement King Lawn Care (11240 : Approve Facilities Use Agreement with King Lawn

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220808-06

AUTHORIZING THE EXECUTION OF THE FACILITIES USE AGREEMENT WITH KING LAWN CARE TO USE THE DESIGNATED AREA FOR STORAGE OF EQUIPMENT BEING USED FOR LAWN CARE SERVICES. AGREEMENT COMMENCES ON SEPTEMBER 1, 2022 AND CONTINUES THROUGHOUT THE 3 YEAR MAINTENANCE CONTRACT. FACILITY USE FEES ARE $500/MONTH.

WHEREAS, the Hancock County Port & Harbor Commission's (Commission) has entered into a contract with King Lawn Care for Landscaping and Grass Maintenance. Contract commencing on September 1, 2022;

WHEREAS, the holder of the landscaping and grass maintenance contract has an option to lease the designated area for storage of equipment and vehicles for lawn care services on Stennis Airport Property;

WHEREAS, King Lawn Care has elected to rent these facilities at a rate of $500/month. The lease will last the entirety of the 3 year maintenance contract;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby spreads on the minutes the attached Facilities Use Agreement with King Lawn Care.

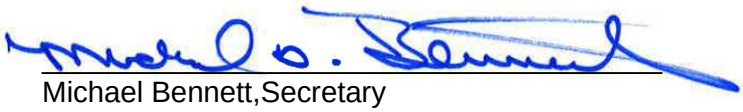
RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Paula Jordan, Vice President
SECONDER:	Aline Ward, Commissioner
AYES:	Swanson, Ward, Casano, Jordan, Martin, Bennett, Necaise
EXCUSED:	David Holman

Derek Necaise, President

ATTACHED:
King Lawn Care FUA Stennis maintenance storage area executed 8-3-22

Attachment: Resolution# 20220808-06 Facilities Use Agreement King Lawn Care (11240 : Approve Facilities Use Agreement with King Lawn

ATTEST:



Michael Bennett,Secretary

ATTACHED:
King Lawn Care FUA Stennis maintenance storage area executed 8-3-22

Attachment: Resolution# 20220808-06 Facilities Use Agreement King Lawn Care (11240 : Approve Facilities Use Agreement with King Lawn

HANCOCK COUNTY PORT & HARBOR COMMISSION
Stennis International Air Park

FACILITIES USE AGREEMENT

A. Agreeing Parties

The **Hancock County Port and Harbor Commission** ("Commission" or "Licensor"), hereby grants to **King Lawn Care** ("Lessee") the right to use the Designated Area for storage of equipment and vehicles for lawn care and services ("Activity").

B. Period of Use

The Licensee is hereby licensed to use the Designated Area for the Activity on September 1, 2022 and continuing throughout the term of that Three Year Maintenance Contract and additional options as executed (the "Maintenance Contract") provided that party may terminate this Agreement by providing 30-day's notice.

Contact person(s) for proposed activities:

Josh Williams

C. Designated Use, Area and Fee

1. **Designated Use:** storage of equipment and vehicles for lawn care and services

2. **Designated Area:** That area in the Stennis International Air Park shown in Exhibit A to this Agreement.

3. **Designated Facilities Use Fee:** $500 per month

A deposit of $1,000 is required with this Agreement. The greater of the deposit or actual cost to clean or repair damage, will be assessed to Licensee if the Designated Area is left in an unclean, damaged and/or unkempt manner.

It is understood and agreed that all payments owed to the Commission, if not timely paid by the Licensee, shall constitute a default in this Agreement. The Commission shall notify the Licensee of said non-payment by USPS Certified Mail or by email with proof of delivery at the addresses given above and may terminate this Agreement fifteen (15) days after said notice is released to the Licensee. Default under this Agreement [will/will not] constitute a default under the Maintenance Contract.

D. Holdover

If the Licensee, without the express written consent of the Commission, shall hold over after the expiration or termination of this Agreement, the Designated Facilities Use Fee shall double until possession is returned to the Commission (the "Holdover Designated Fee"). In the event of such Holdover, the Commission may elect to relocate the Licensee's property from the Designated Area to other space owned or otherwise held by the Commission (the "Substitute Designated Area") within a reasonable distance from the Designated Area, without the consent of the Licensee by giving the Licensee at least seven (7) days' prior notice. The Holdover Designated Fee shall remain in force while any Substitute Designated Area is

Attachment: Resolution# 20220808-06 Facilities Use Agreement King Lawn Care (11240 : Approve Facilities Use Agreement with King Lawn

occupied. Any fees associated with relocating the Licensee's property to the Substitute Designated Area may be submitted to the Licensee for reimbursement in addition to the Holdover Designated Fee.

E. Utilities

The Licensee may, subject to following safe practices, utilize the exterior water faucet and electrical outlet of the Commission maintenance building located to the east of the Designated Area for incidental needs. (Incidental use is defined as use less than four (4) total hours duration for operation of air compressors, power tools or temporary lighting. It does not include the continuous operation of any of the previously mention or any other electrical equipment.) The Commission may withdraw this permission at any time immediately upon providing verbal or written notice to the Licensee or one of its agents.

F. Standards of Conduct (As required by the Commission based upon nature of Designated Use or Activity)

Licensee will, at its sole cost, expense and responsibility:

1. Provide adequate signage, and barricades to manage individuals participating in Activity and to prevent unauthorized persons from interfering with the Licensee's use.

2. Assume all risks associated with the Licensee's proposed use of the Designated Area.

3. Ensure that no person shall attach any sign or printed matter except such as is necessary to identify the Licensee's organization and directions to Activity. All such signage and printed material must be approved in advance of use by the Commission.

4. Comply with all applicable laws and regulations, including but not limited to any environmental laws or regulations. Licensee will use the Designated Area "as is". Licensee assumes all risk of liability or responsibility which may arise with respect to the use by Licensee of the Designated Area including, but not limited to, weather, fire and environmental risks, and risks incidental to or because of the Designated Area location in the Air Park and the Designated Area not being constructed, intended, or managed for Licensee's use.

F. Indemnification and Hold Harmless

Licensee will indemnify the Commission, its directors, officers, employees and agents against, and hold Commission, its directors, officers, employees, and agents, harmless from, any and all demands, claims, causes of action, fines, penalties, damage, losses, liabilities, judgments, and expenses (including, without limitation, attorney's fees and court costs) incurred in connection with or arising from: (a) the use or occupancy of the Designated Area by Licensee or any person claiming under Licensee; (b) any activity, work, or thing done, or permitted or suffered by Licensee on or about the Designated Area; (c) any acts, omissions, or negligence of Licensee, or any person claiming under Licensee, or any invitee of the Licensee; (d) any breach or violation by Licensee, any person claiming under Licensee, contractors or agents of Licensee or any such person, of any term, covenant, or provision of this License or any law, ordinance, or governmental requirement of any kind; or (e) any injury or damage to the person, property, or business of Licensee, its employees, agents, contractors, or any other person entering Air Park under the express or implied invitation of Licensee. If any action or proceeding is brought up against the Commission, its directors, officers, employees or agents by reason of any such claims, Licensee, upon notice from, shall defend the claim at Licensee's expense with counsel reasonably satisfactory to Commission.

Attachment: Resolution# 20220808-06 Facilities Use Agreement King Lawn Care (11240 : Approve Facilities Use Agreement with King Lawn

G. Waiver and Release

Licensee waives and releases all claims against the Commission, its directors, officers, employees, and agents with respect to all matters for which the Commission has disclaimed liability pursuant to the provisions of this License. In addition, Licensee agrees that the Commission, its directors, officers, employees and agents, will not be liable for any loss, injury, death, or damage to persons, property, or Licensee's business or operation occasioned by any cause beyond the Commission's control.

H. Insurance

1. Licensee must, at its own expense during the period of the License, maintain insurance on Licensee's personal property and equipment in such amounts as Licensee deems necessary.

2. Licensee, at its own expense, must provide and maintain in force during the period of the License: (a) general commercial liability insurance, for both personal injury and property damages, including products and completed operations, covering Licensee operations in the Stennis International Air Park area, with a minimum limit of $1,000,000.00 each occurrence and $2,000,000 in the aggregate, (b) automobile liability insurance on all vehicles owned or operated by Licensee in the Stennis International Air Park, including those which are hired or non-owned and used in the course of Licensee's operations, with a combined single limit of $1,000,000 per occurrence, (c) a policy of Worker's Compensation Insurance as required by applicable law, and (d) employer's liability insurance in the minimum amount of $1,000,00 for bodily injury by accident, disease, or in the aggregate, covering injury or death to any employee which may be outside the scope of or in addition to liability under an workers compensation statute.

3. All insurance required by this License shall be written on an occurrence basis and, with the exception of Workers Compensation Insurance and employer liability insurance, shall include a waiver of subrogation in favor of Hancock County and the Hancock County Port & Harbor Commission and shall name Hancock County and the Hancock County Port & Harbor Commission as additional insured.

4. All required insurance shall be written by an insurance company authorized by the Commissioner of Insurance of the State of Mississippi to do business in the State of Mississippi.

5. The licensee's required insurance or alternative program will apply on a primary basis. Any insurance maintained by the Commission will be excess and will not contribute to the insurance provided by or on behalf of the licensee.

6. Licensee shall provide Commission with original certificates of insurance for each insurance policy required in a form acceptable to Commission evidencing policies of insurance and such certificates will indicate that the described insurance policies may not be canceled before the expiration of a thirty (30) day notification period and that the Commission will be immediately notified in writing of any such notice of termination.

I. Additional Requirements

1. **Land Maintenance:** Licensee will maintain the Designated Area for the Activity and parking. These areas will be kept clear of debris and protected against spilled or leaking fluids. Licensee shall be responsible for the disposal of any trash.

2. **Improvements:** Licensee shall not erect any structures or improvements without the express written consent of the Commission.

Attachment: Resolution# 20220808-06 Facilities Use Agreement King Lawn Care (11240 : Approve Facilities Use Agreement with King Lawn

3. **Parking Areas:** Licensee shall not permit the parking of equipment or vehicles outside the boundaries of the Designated Area.

4. **Security:** Licensor shall not be responsible for providing security to Licensee, its equipment, or the Designated Area. Licensor assumes no liability or responsibility for equipment stored or used within the Designated Area.

5. **Signage:** Any signs shall be the responsibility of the Licensee and must be approved in advance of use by the Commission. Signs must be removed at the termination or expiration of the Agreement.

6. **Taxes:** If applicable, Licensee shall be responsible for the payment of any and all real estate and personal property taxes during the Period of Use and/or arising from improvements to or equipment used in the Designated Area.

7. **Restoration of Area:** Licensee shall restore the area to its original state within three (3) days of the conclusion of the Period of Use, and/or when this License is terminated, to the approval of the Commission.

J. Governing Law:

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi.

K. Signatures

In witness whereof the parties have here unto set their signatures, the date and year written below.

HANCOCK COUNTY PORT AND HARBOR COMM

William P. Cotter 08/03/22

William Cotter — Date
CEO

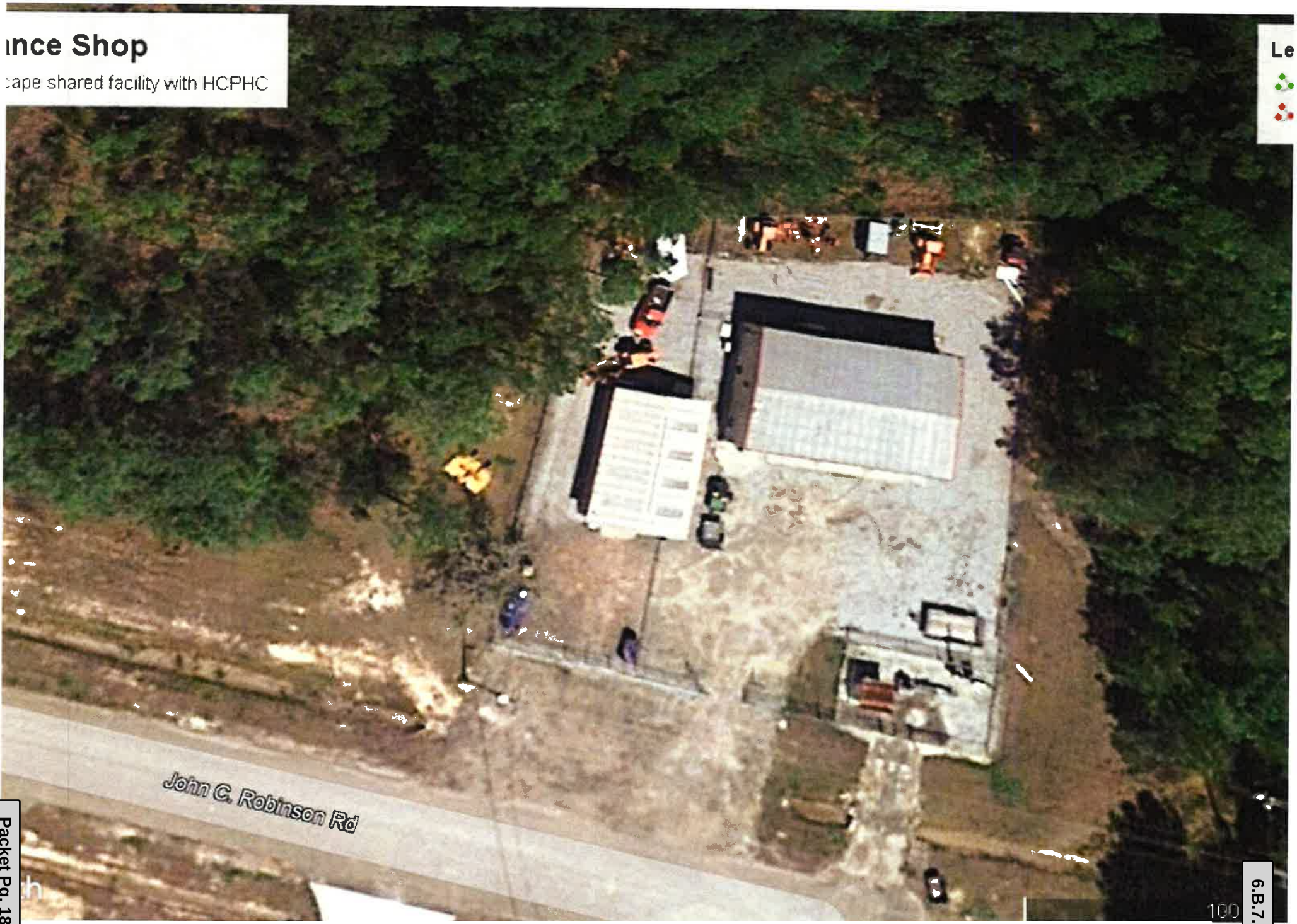
8/3/22

Josh Williams — Date

Attachment: Resolution# 20220808-06 Facilities Use Agreement King Lawn Care (11240 : Approve Facilities Use Agreement with King Lawn

Exhibit A

Attachment: Resolution# 20220808-06 Facilities Use Agreement King Lawn Care (11240 : Approve Facilities Use Agreement with King Lawn



Attachment: Resolution# 20220808-06 Facilities Use Agreement King Lawn Care (11240 : Approve Facilities Use Agreement with King Lawn

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	August 8, 2022
To:	Port & Harbor Commission
From:	Bridgette Jones, Executive Secretary
Subject:	RESOLUTION# 20220808-04
	RESOLUTION AUTHORIZING CONTRACT WITH JANI-KING OF MS COAST TO BEGIN ON SEPTEMBER 1, 2022 AND ENDING ON AUGUST 31, 2023 FOR A BASE AMOUNT OF $4,348.00 MONTHLY - FOR CLEANING SERVICES

<Enter Discussion info here>

<Enter Comments or Summary here>

ATTACHED:
Janiking MA PORT AND HARBOR 8.1.22 v6

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

HANCOCK
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HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220808-04

RESOLUTION AUTHORIZING CONTRACT WITH JANI-KING OF MS COAST TO BEGIN ON SEPTEMBER 1, 2022 AND ENDING ON AUGUST 31, 2023 FOR A BASE AMOUNT OF $4,348.00 MONTHLY - FOR CLEANING SERVICES

WHEREAS, the Hancock County Port & Harbor Commission (Commission) requested a Proposal for Commercial Janitorial Services from Jani-King of MS Coast (Jani-King) for the Port, Airport, Railroad and Admin facilities in July 2022;

WHEREAS, the Hancock County Port & Harbor Commission is desirous of contracting said services with Jani-King. pursuant to the terms of the Maintenance Agreement which is attached hereto and incorporated herein by reference (the "Agreements") at a cost of $4,348.00 monthly;

WHEREAS, it is in the best interest of the Commission to execute a contract with Jani-King to perform the work as indicated in its proposal;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby selects the proposal of Jani-King of MS Coast and authorizes its Chief Executive Officer to execute the attached Maintenance Agreement with Jani-King of MS Coast, for a base annual cost of $52,176.00;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

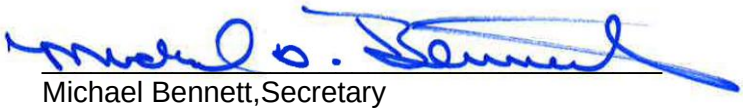
RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Robert Martin, Treasurer
SECONDER:	Bob Swanson, Commissioner
AYES:	Swanson, Ward, Casano, Jordan, Martin, Bennett, Necaise
EXCUSED:	David Holman

ATTACHED:
Janiking MA PORT AND HARBOR 8.1.22 v6

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

Derek Necaise, President

ATTEST:



Michael Bennett,Secretary

ATTACHED:
Janiking MA PORT AND HARBOR 8.1.22 v6

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

Jani-King of MS Coast
12207 Hwy 49
Suite 20
Gulfport, MS 39503
(228) 276-2890

Regional Support Centers
Alexandria • Baton Rouge
Biloxi • Daphne
Flowood • Hattiesburg
Houma • Lafayette
Metairie • Montgomery
Ponchatoula • Shreveport

Franchise Locations
Abbeville • Alexandria • Ama
Amite • Arnaudville • Avondale
Baton Rouge • Bay Minette
Bay St. Louis • Belle Chasse
Bessemer • Biloxi • Bossier City
Boutte • Brandon • Braxton
Breaux Bridge • Brookhaven • Bush
Byram • Cankton • Cantonment
Carencro • Carriere • Church Point
Clinton • Conehatta • Covington
Crystal Springs • Daphne
Deatsville • Denham Springs
Destrehan • Eight Mile • Elba
Elmore • Enterprise • Ethel
Fairhope • Florence • Foley
Fort Walton • Franklinton • Gautier
Geismar • Gonzales • Gray
Greensburg • Greenville
Greenwell Springs • Hattiesburg
Houma • Irvington • Jackson
Kenner • Kilgore • Killeen
LaCombe • Lafayette • Lake Charles
Laplace • Lexington • Longview
Louisville • Loxley • Lucedale
Luling • Lutcher • Madison
Madisonville • Magee • Mandeville
Marksville • Marrero • Mathews
Maurepas • McComb • McHenry
Meridian • Metairie • Milton • Minden
Mobile • Monroe • Montgomery
Morgan City • Morton • Moss Point
Mount Olive • Natalbany
New Iberia • New Orleans
Ocean Springs • Panama City
Pass Christian • Patterson • Pearl
Pensacola • Perkinston • Petal
Pine Apple • Ponchatoula
Poplarville • Prairieville • Prattville
Prentiss • Purvis • Raleigh •Reserve
Ridgeland • River Ridge • Saucier
Semmes • Sheffield • Shreveport
Slidell • Spanish Fort • St. Rose
St. Bernard • St. Martinville • Sumral
Sunset • Tallahassee • Tallulah
Terry • Terrytown • Theodore
Thibodaux • Tickfaw • Vacherie
Vancleave • Vicksburg
Wake Village • Walker • Ward
Washington • Woodworth
Youngstown • Youngsville • Zachary

Aug. 1, 2022

Ms. Shelly Phelps
Senior Accountant
PORT AND HARBOR ADMIN
14054 Fred And Al Key Rd
Kiln, MS 39556

Dear Ms. Phelps:

Thank you very much for the time and interest you have afforded me concerning the janitorial needs for your facility. Jani-King appreciates this opportunity and enclosed is our completed proposal for a professionally operated cleaning program along with the cleaning schedule.

Most companies change cleaning services about **every 18 months** which shows a high degree of dissatisfaction; not to mention the wasted time securing proposals from cleaning companies that over-promise and under-deliver. Our proposal will show you how partnering with Jani-King will solve your cleaning problems and bring an end to this frustrating cycle once and for all.

Each Jani-King representative is fully covered by an insurance program that protects you in several ways. The Commercial Cleaning Employee Dishonesty Policy, General Liability, and Workers' Compensation coverage provides protection to our customers for claims due to loss of property or personal injuries that are the result of actions by Jani-King personnel.

Please do not hesitate to call for any additional information you may deem necessary in assessing our proposal. I may be reached at (228) 216-1064.

Trusting we may be of service,

Andy Elkins
Area Franchise Director
Jani-King of MS Coast

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

GENERAL PROCEDURES

I. SUPERVISION

A. Jani-King authorized franchisee will stay in close contact with the customer's management concerning all work performed

B. All franchisee personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.

C. All franchisee personnel will be checked regularly as to performance and ability to maintain Jani-King standards.

II. WAGE SCALE

A. All franchisees are required to pay their employees no less than the minimum scale as required by federal law.

B. Work hours, workweek, job methods, procedures, pay periods, and pay scale will be thoroughly explained by our franchisees to their employees.

III. SECURITY PROCEDURES AND INSURANCE

A. A personnel file is set up and maintained on all employees of authorized franchisees.

B. Franchisees and their employees will work closely with customer's management regarding to the use of acceptable personnel.

C. Franchisees will check to make sure that the building is properly secured before leaving the building.

D. Jani-King will provide all necessary insurance and bonds on all of franchisee's employees.

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

JANI-KING FRANCHISE CONCEPT

Jani-King is an international company currently operating in 100 cities across the United States, Canada, Great Britain, Singapore, Turkey, Brazil, Mexico and Australia. Since 1969, our unique program has provided quality janitorial services for thousands of customers nationwide.

At Jani-King, we know that the quality of service your facility receives is, for the most part, determined by the motivation of the custodian on the job site. This is why we operate through a network of qualified Jani-King franchisees.

Our franchisees perform on the job because they have the motivation and incentive to clean your building professionally. A financial investment into a business of their own and personal commitment to the success of that business ensures that Jani-King franchisees have a genuine concern for a job-well-done. What more concern could you possibly have on the job when the owner of the service company is either doing the work himself or closely supervising his employees?

A key to any successful company is its personnel, and that is why Jani-King puts a qualified and motivated Jani-King franchisee in your facility. The pride this individual takes in caring for his customers will be evident to you in the cleanliness of your working environment.

Backing our franchisees in their efforts, the Jani-King Regional Office Support Personnel will ensure our high cleaning standards. We make sure that our franchisees have the training, personnel, equipment, insurance and most importantly, the customer service support necessary to provide your company with on-going quality janitorial services.

At Jani-King, consistent service is accomplished through a communication program consisting of Past Performance Evaluations, Memo Pads, and Inspection Reports. In addition, our customer service representatives will be in contact with you and will always be abreast of the cleaning needs of your facility.

The Jani-King motto is "The Performance People." Our extensive list of client references will attest that Jani-King franchisees live up to our motto.

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

JANI-KING®
MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between **ENMON ENTERPRISES, LLC** d/b/a **Jani-King of MS Coast** ("**JANI-KING**") and **PORT AND HARBOR ADMIN ("CLIENT").**

WHEREAS:

- **JANI-KING** is the franchisor of commercial cleaning and maintenance businesses; and businesses that provide operational services to our commercial customers.
- **JANI-KING** is in the business of providing commercial cleaning and maintenance services and operational services through its authorized franchisees.
- **CLIENT** desires of the services of **JANI-KING** for the purpose of keeping its premises properly cleaned as outlined in the Cleaning Schedule; and,
- **JANI-KING** through its authorized franchisee agrees to provide such services to **CLIENT**;

THEREFORE, in consideration of the mutual covenants and obligations set out in this Agreement, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES

1.1. Performance of the services scheduled shall begin the ___ day of_____, _____.

1.2. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin.

1.3. The services shall be performed at the following location:

PORT AND HARBOR ADMIN
14054 Fred And Al Key Rd
Kiln, MS 39556
Sq. Footage 8,400

PORT AND HARBOR TRAINING CENTER
3060 Port and Harbor Dr.
Kiln, MS 39556
Sq. Footage 5653

PORT AND HARBOR TECH BLDG
7225 Stennis Airport Dr.
Kiln, MS 39556
Sq. Footage 9,300

PORT AND HARBOR AIRPORT OFFICE
7250 Stennis Airport Dr.
Kiln, MS 39556
Sq. Footage 1,200

PORT AND HARBOR RAILROAD
13006 Seaplane Rd
Kiln, MS 39556
Sq. Footage 1,904

PORT AND HARBOR AIR TRAFFIC CONTROL
14054 Fred and Al Key Rd
Kiln, MS 39556
Sq. Footage 1,530

1.4. The premises making up the working area under this Agreement will be known further as the "Named Areas", which are further defined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement.

1.5 **JANI-KING** agrees to have its authorized franchisee service the Named Areas as scheduled TWO (2) times per week.

1.6. **JANI-KING's** authorized franchisee will furnish all equipment, tools, and cleaning supplies, necessary for the performance of its duties. The duties being to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement. **CLIENT** warrants that the premises to be serviced are free of asbestos, hazardous materials and hazardous waste materials. **CLIENT** hereby agrees to hold **JANI-KING** and its authorized franchise owners and employees harmless and indemnify them from any and all liability resulting from any exposure of **JANI-KING's** personnel, to asbestos, or hazardous or harmful materials.

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

2. PAYMENT OF SERVICES

2.1. **CLIENT** agrees to pay to **JANI-KING** each month the minimum monthly charge stated in the Pricing Schedule, attached hereto and made a part hereof, on or before the last day of each month in which services are rendered. Additionally, **CLIENT** also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. **CLIENT** agrees that all payments due and owing **JANI-KING**, for any reason, shall be properly credited only when delivered to the following address:

JANI-KING Gulf Coast Region
300 NE I-55 Service Road
Ponchatoula, LA 70454-3309

2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.

2.3. From time to time, as the parties may agree, the amount to be paid by **CLIENT** may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing, signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased annually by **JANI-KING** by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published by the US Bureau of Labor Statistics.

2.5. In the event payment for services is not received within thirty (30) days from the date such payment is due, **JANI-KING** may suspend services to **CLIENT** until such payment is received. Suspension of services by **JANI-KING** under this Section shall not deprive **JANI-KING** of any of its remedies or actions against **CLIENT** for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any **JANI-KING** rights.

ACCOUNTS PAYABLE INFORMATION
(TO BE COMPLETED BY CLIENT)

A/P CONTACT_____ **BILLING ADDRESS**_____

PHONE **CITY, STATE, ZIP**_____

E-MAIL_____

PAYMENT METHOD

☐ **CHECK BY MAIL** ☐ **AUTO DRAFT** ☐ **ELECTRONIC FUNDS TRANSFER**

CLIENT AGREEANCE TO SECTION 2. PAYMENT OF SERVICES (ABOVE)

_____ _____
Authorized Signature **Print Name**

_____
Title

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

3. INDEPENDENT BUSINESS RELATIONSHIP

3.1. It is expressly agreed that the authorized **JANI-KING** franchisee who has been designated by **JANI-KING** for this Agreement, will select and designate all personnel to perform **JANI-KING's** and the franchisee's obligations under this Agreement.

3.2. Authorized **JANI-KING** franchisees and any of its personnel are not employees of **CLIENT** but are independent contractors; and in this regard, such **JANI-KING** authorized franchisees and their employees will not be within the protection or coverage of **CLIENT's** workers' compensation insurance and no withholding of social security, federal or state income tax or other deductions shall be made from the sums agreed to be paid to **JANI-KING** herein, the same being contract payments and not wages.

3.3. **CLIENT** agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that **CLIENT** will not employ any employees, agents, or franchisees of **JANI-KING** or any employees of **JANI-KING** franchisees without the express written consent of **JANI-KING**. **JANI-KING** agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ any employees, agents or representatives of **CLIENT** without the express written consent of **CLIENT**. **CLIENT** further understands and acknowledges that **JANI-KING** is a franchisor of commercial cleaning and maintenance services and that a non-competition agreement exists between **JANI-KING** and its designated franchisee.

4. TERM, RENEWAL AND TERMINATION

4.1. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin, as stated in Section 1.1, and shall renew with written execution by HCPHC commission, unless: (a) **CLIENT** shall give written notice, as described herein, of termination at least thirty (30) days prior to expiration of the term; or (b) **JANI-KING** shall give thirty (30) days written notice to terminate at any time during this Agreement. If timely notice is given by **CLIENT** for termination, this Agreement shall expire at midnight of the last day of the term. Otherwise, this Agreement may only be terminated by **CLIENT** for non-performance as set out below.

4.2. Non-performance is defined as the failure, neglect or refusal to perform any act stipulated under this agreement or as outlined in the Cleaning Schedule attached. Before any termination for non-performance is effective, **CLIENT** must give **JANI-KING** written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the date of receipt of notice of non-performance, **JANI-KING**, at its election, shall have thirty (30) days in which to cure the defect in performance to the reasonable satisfaction of **CLIENT**. In the event the defect is not satisfactorily cured at the end of the thirtieth (30th) day from the date of receipt of such notice, **CLIENT** shall provide written notification, as described herein, to **JANI-KING** of the failure to satisfactorily cure the defect. This Agreement shall then terminate thirty (30) days from the date of the second notice. In the event the notice of the failure to satisfactorily cure the defect is not received within fifteen-15 days of the expiration of the thirty-30 day cure period, all deficiencies will be deemed cured.

4.3. ~~In the event **CLIENT** terminates this Agreement for any reason other than non-performance, as described above, **CLIENT** agrees to pay, as stipulated damages, an amount equal to twenty-five (25%) percent of the minimum monthly charge stated in the Pricing Schedule, multiplied by the number of months remaining in the term of this Agreement or in any extension or renewal thereof.~~

4.4. All notices between **CLIENT** and **JANI-KING** shall be in writing. Any notice shall be deemed duly given if such notice is deposited, postpaid and certified, return-receipt requested with the United States Postal Service to the address as stated in Section 2.1 herein for **JANI-KING** or to the address stated on the signature page of this Agreement for **CLIENT**. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

5.1. ~~In the event it becomes necessary for **JANI-KING** to institute suit against **CLIENT** to secure or protect its rights or to collect any sums due under this Agreement, **JANI-KING** shall be entitled to all associated costs of the suit, including reasonable attorney's fees.~~

5.2. The terms of this Agreement shall be binding upon and inure to the benefit of **JANI-KING** and **CLIENT** and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

5.4. ~~Jurisdiction and venue for any suit brought on this Agreement shall be in the county or parish where the **JANI-KING** regional office is located.~~

5.5. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, and all attachments, and acknowledge that the terms reflect the entire Agreement of the parties pertaining to its subject matter and it supersedes all prior or contemporaneous agreements, representations and understandings of the parties.

5.6. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.

5.7. In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way, affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by law.

5.8. ~~If the service includes disinfection for any reason, including prevention or elimination of communicable disease or other specific pathogens, **JANI-KING** will apply products in accordance with manufacturer's specifications, but **JANI-KING** DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL PREVENT ANY PERSON FROM BECOMING SICK OR CONTRACTING ANY INFECTION OR DISEASE NOR HAS **JANI-KING** INDEPENDENTLY VERIFIED THE EFFECTIVENESS OF SUCH SPECIFICATIONS. **CLIENT** specifically waives and releases any liability for damages to electronics, furniture, or other items based on damage allegedly caused by **JANI-KING** in performing the requested services, as such damages are an inherent risk to such scope of work, specifications and necessary cleaning procedures. Client consents to the use of EPA approved chemicals selected by JANI-KING for cleaning COVID-19.~~

5.9. The undersigned individual owner, officer, agent, member or employee of **CLIENT** hereby guarantees the payment to **JANI-KING** of the minimum monthly charges in the attached Pricing Schedule and the payment of all other amounts that become payable under the terms of this Agreement. Said individual acknowledges that without this guaranty of payment, **JANI-KING** would not enter into this Agreement.

5.10. A copy of this Maintenance Agreement shall be treated as an original and may be used in lieu of the original document for all purposes.

5.11. This Maintenance Agreement supersedes any other contract or negotiations, commitments, agreements (written or oral) and writings between Jani-King and Client with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder. Jani-King and the Client agree that they are governed by the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands this ____ day of _____, _____.

PORT AND HARBOR ADMIN
14054 Fred And Al Key Rd
Kiln, MS 39556

_____
Authorized Signature

_____
Print Name

_____
Print Title

_____
Individually

ENMON ENTERPRISES, LLC
d/b/a Jani-King of MS Coast
12207 Hwy 49 Suite 20
Gulfport, MS 39503

_____
JANI-KING Proposal Delivered by Signature
Nicholas Ourso, Franchise Owner

_____
JANI-KING Representative Signature
Chance Mercante, Regional Director

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

CLEANING SCHEDULE

NAMED AREAS:

A.	**LOBBY, OFFICES, BREAK ROOMS**
B.	**RESTROOMS**

DAILY CLEANING

A. LOBBY, OFFICES, BREAK ROOMS

1. All trash receptacles to be emptied and trash removed to a collection point. Replace liner and damp wipe receptacle if soil is present. (Liners to be furnished by **CLIENT**.)
2. Vacuum all carpeting, including carpet mats, in traffic lanes. (**JANI-KING** is not responsible for removal of staples in carpets.)
3. Clean and polish drinking fountain/water dispenser.
4. Thoroughly dust all horizontal surfaces: including desktops, telephones, files, windowsills, chairs, tables, pictures and all manner of furnishing in above named areas. Damp wipe as needed, if soil is present.
5. Kitchen/Break room Areas: Damp wipe tables, counter, exterior of appliances, and sink..
6. Dust mop hard surface floors with a non-treated dust mop.
7. Damp mop hard surface floors to remove any spillage or soiled areas.
8. Spot clean partition glass.
9. Use commercial grade cleaning products and color coded microfiber cloths for proper sanitation.

B. RESTROOMS

1. Stock towels, tissue, and hand soap. (To be supplied by **CLIENT**.)
2. Empty sanitary napkin receptacles.
3. Empty trash receptacles.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers, dispensers, and changing tables (if applicable).
6. Toilets and urinals to be cleaned and disinfected inside and out. Polish bright work.
7. Toilet seats to be cleaned on both sides and disinfected.
8. Scour and disinfect all basins. Polish bright work.
9. Dust partitions, tops of mirrors and frames.
10. Wet mop and rinse restroom floors with disinfectant.
11. Use a high co-efficient disinfectant on all restroom surfaces and color coded microfiber cloths for proper sanitation.

II. WEEKLY CLEANING

A. LOBBY, OFFICES, BREAK ROOMS

1. Dust all vertical surfaces of desk, file cabinets, chairs, tables, other furniture and furnishings. Damp wipe as needed, if soil is present.
2. Vacuum all carpeting and carpet mats, taking care to get into corners, along edges, under mats, and beneath furniture.

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

PRICING SCHEDULE*

PORT AND HARBOR ADMIN
14054 Fred And Al Key Rd
Kiln, MS 39556

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

PROGRAM OPTION 1

INITIAL ALL THAT APPLY

MAINTENANCE	ONE (1) TIME PER WEEK SIX HUNDRED TWENTY FIVE DOLLARS $625.00 PER MONTH	_____
MAINTENANCE	TWO (2) TIME PER WEEK ONE THOUSAND SEVENTY-THREE DOLLARS $1,073.0 PER MONTH	_____

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

PRICING SCHEDULE*

PORT AND HARBOR TRAINING CENTER
3060 Port and Harbor Dr.
Kiln, MS 39556

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

PROGRAM OPTION 1

		INITIAL ALL THAT APPLY
MAINTENANCE	ONE (1) TIME PER WEEK FOUR HUNDRED FOUR DOLLARS $404.00 PER MONTH	_____
MAINTENANCE	TWO (2) TIME PER WEEK EIGHT HUNDRED NINE DOLLARS $809.00 PER MONTH	_____

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

PRICING SCHEDULE*

PORT AND HARBOR TECH BLDG
7225 Stennis Airport Dr.
Kiln, MS 39556

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

PROGRAM OPTION 1

INITIAL ALL THAT APPLY

MAINTENANCE	ONE (1) TIME PER WEEK SIX HUNDRED TEN DOLLARS $610.00 PER MONTH	_____
MAINTENANCE	TWO (2) TIME PER WEEK ONE THOUSAND TWO HUNDRED TWENTY-ONE DOLLARS $1,221.00 PER MONTH	_____

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

PRICING SCHEDULE*

PORT AND HARBOR AIRPORT OFFICE
7250 STENNIS AIRPORT DR.
Kiln, MS 39556

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

PROGRAM OPTION 1

INITIAL ALL THAT APPLY

MAINTENANCE	ONE (1) TIME PER WEEK TWO HUNDRED SEVENTY FIVE DOLLARS $275.00 PER MONTH	_____
MAINTENANCE	TWO (2) TIME PER WEEK FOUR HUNDRED FIFTEEN DOLLARS $415.00 PER MONTH	_____

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

PRICING SCHEDULE*

PORT AND HARBOR RAILROAD
13006 SEAPLANE RD
Kiln, MS 39556

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

PROGRAM OPTION 1

INITIAL ALL THAT APPLY

MAINTENANCE	ONE (1) TIME PER WEEK TWO HUNDRED SEVENTY FIVE DOLLARS $275.00 PER MONTH	_____
MAINTENANCE	TWO (2) TIME PER WEEK FOUR HUNDRED FIFTEEN DOLLARS $415.00 PER MONTH	_____

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

PRICING SCHEDULE*

PORT AND HARBOR AIR TRAFFIC CONTROL TOWER
14054 Fred And Al Key Rd
Kiln, MS 39556

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

PROGRAM OPTION 1

INITIAL ALL THAT APPLY

MAINTENANCE	ONE (1) TIME PER WEEK TWO HUNDRED SEVENTY FIVE DOLLARS $275.00 PER MONTH	_____
MAINTENANCE	TWO (2) TIME PER WEEK FOUR HUNDRED FIFTEEN DOLLARS $415.00 PER MONTH	_____

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

SUPPLEMENTAL SERVICES

Being a fully committed facility partner means being there when you need us most. In addition to the services outlined in your Cleaning Schedule, **JANI-KING** also provides a host of **Supplemental Services** when requested. Below are examples of additional Requested Cleans available to PORT AND HARBOR ADMIN that can be performed for an additional fee should the need arise.

HARD SURFACE FLOOR & CARPET CARE SERVICES

Carpet Extraction	Strip & Wax
Carpet Bonnet	Ceramic Tile Scrub
Burnishing	Grout Restoration
Top-Scrub & Re-Coat	Stone Care Program

GENERAL CLEANING & PROJECT SERVICES

Day Porter Services	Facility Maintenance
Window Cleaning	General Grounds Services
Pressure Washing	Water Restoration
Construction Clean-Up	Minor Repair & Maintenance

SPECIALTY SERVICES

Disaster Response	Green Programs
Emergency Management	Recycling Implementation
Temporary Staffing	Pest Control
Mold Remediation	Asset Management

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

OTHER SERVICES

A. Defective or inoperative building equipment shall be brought to the attention of **CLIENT** such as:

- leakage or plumbing problem.
- defective lights or lighting.
- door and/or gates not properly secured.
- other unusual circumstances which might affect the security, maintenance, or effectiveness of the facility.

B. A Teflon-type carpet protector will be applied, upon request, for an additional fee.

C. An anti-static material will be applied to all carpeting, upon request, for an additional fee.

D. Care will be exercised so that baseboards, wall and furniture will not be splashed, marred, disfigured, or damaged during these or any other scheduled operations.

E. Janitor closets, equipment, and materials shall be kept in a neat, clean, and orderly condition at all times.

F. Any emergency cleaning accomplished for a nominal fee.

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

REFERENCES
MISSISSIPPI COAST

THE CHEMOURS COMPANY FC, LLC
7685 Kiln Delisle Road
Pass Christian, MS 39571
Marcel Jarreau
(228) 255-2212
Began Servicing: 2016

DR. MICHAEL DIAZ, MD
936 Tommy Munro Dr.
Biloxi, MS 39532
(228) 396-2663
Maria Diaz
Began Servicing 2016

ALL SEASONS FARM EQUIPMENT
9476 Country Farm Road
Gulfport, MS 39503
(228) 831-0002
David Long
Began Servicing: 2017

BRADFORD O'KEEFE FUNERAL HOME
(7 LOCATIONS)
675 Howard Avenue
Biloxi, MS 39530
(228) 447-3110
Cora Sewell
Began Servicing 2012

KEESLER FEDERAL CREDIT UNION
(18 LOCATIONS)
2602 Pass Road
Biloxi, MS 39531
Mark Watkins
(228) 385-5500
Began Servicing: 2007

COCA COLA UNITED - GULFPORT
3701 25th Avenue
Gulfport, MS 39502
(228) 236-4726
Micaiah Collins
Began Servicing: 2019

GULF COAST ORAL & FACIAL SURGERY
1760 Medical Park Drive
Biloxi, MS 39531
(228) 388-5925
Diana Gray
Began Servicing: 2017

MUGSHOTS (3 LOCATIONS)
15533 Daniel Blvd.
Gulfport, MS 39503
(228) 238-4828
Callie Mullins
Began Servicing 2016

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

ABOUT OUR INSURANCE

We enclose a copy of our certificate of insurance that reflects the types and limits of coverage we carry to protect our customers and ourselves from potential loss. There are several specialized coverages that are included for our mutual protection that deserve special mention:

1. **Care, Custody & Control Coverage** - This important form of protection is excluded from most standard general liability policies. It provides protection against damage to property that our employees may be directly working on and for which we may be held legally liable.

2. **Extended Property Damage** - This coverage redefines property damage to include theft and mysterious disappearance for which we are legally liable, i.e., we throw out important papers or neglect to lock the premises after we have completed our night's work, etc.

3. **Lost Key Coverage** - If we have the legal responsibility for a master key for a building and it is lost or misplaced, this provides coverage to have the building totally re-keyed, if necessary.

4. **Third Party Fidelity Bonding** - This provides protection in the event that one of our employees steals from you. There must be conclusive proof; but, once that is established, the bond will respond to our legal responsibility.

We were able to obtain these unique coverages by purchasing our insurance under a plan specifically designed for the members of the building service contracting industry. This program has been underwritten by Liberty Mutual Insurance and Travelers Insurance and is tailored to meet the industry's needs.

Attachment: REsolution #20220808-04 Jani-King Contract (11238 : Authorize Contract with Jani-King for Cleaning Services)

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	August 8, 2022
To:	Port & Harbor Commission
From:	Bridgette Jones, Executive Secretary
Subject:	RESOLUTION# 20220808-05
	RESOLUTION AUTHORIZING CONTRACT WITH KING LAWN CARE TO BEGIN ON SEPTEMBER 1, 2022 AND ENDING ON AUGUST 31, 2025 FOR A BASE AMOUNT OF $349,240.00 ANNUALLY

<Enter Discussion info here>

<Enter Comments or Summary here>

ATTACHED:
King Lawn Care, LLC

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220808-05

RESOLUTION AUTHORIZING CONTRACT WITH KING LAWN CARE TO BEGIN ON SEPTEMBER 1, 2022 AND ENDING ON AUGUST 31, 2025 FOR A BASE AMOUNT OF $349,240.00 ANNUALLY

WHEREAS, in order to reduce operations and maintenance expenses associated with lawncare at the Port Bienville Industrial Park and Stennis International Airport, the Hancock County Port & Harbor Commission (Commission) advertised a Request for Proposals for Commercial Lawn Maintenance on June 29, 2022 and July 6, 2022;

WHEREAS, on July 12, 2022, the Commission opened eleven bids from responsive bidders;

WHEREAS, King Lawn Care, LLC was determined to be the lowest and best bid by the Commission, with an annual base price of $349,240.000;

WHEREAS, it is in the best interest of the Commission to execute a contract with King Lawn Care to perform the work as indicated in its proposal;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby selects the proposal of King Lawn Care, LLC as the lowest and best proposal and authorizes its Chief Executive Officer to execute the attached landscape maintenance contract with Gulf Breeze Landscaping, LLC, for a base annual cost of $349,240.00;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

ATTACHED:
King Lawn Care, LLC

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Paula Jordan, Vice President
SECONDER:	Aline Ward, Commissioner
AYES:	Swanson, Ward, Casano, Jordan, Martin, Bennett, Necaise
EXCUSED:	David Holman

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
King Lawn Care, LLC

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

King Lawn Care, LLC

19034 Highway 603
Kiln, MS 39556
(228) 493-1354

Personnel List

Name	Role
Josh Williams	Owner/Foreman
Jordyn Williams	Office Administrator
Raoul Boughton	Supervisor
Nick Irias	Supervisor
Chris Murray	Laborer
Mason Ladner	Laborer
Drake Necaise	Laborer
Javier Molina	Laborer
Josh Ladner	Laborer

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

King Lawn Care, LLC

19034 Highway 603
Kiln, MS 39556
(228) 493-1354

Equipment List

Make	Model	Quantity
John Deere	Z955R EFI ZTrak Zero-Turn Mower	3
John Deere	FCL2E Flex Wing Rotary Cutter	2
John Deere	5075E Utility Tractor	2
John Deere	3032 Compact Tractor	1
John Deere	MX5 Rotary Cutter	1
SCAG	Tiger Cat II Zero-Turn Mower	1
STIHL	String Trimmer FS 111R	5
STIHL	Edger FC 111	3
STIHL	Blower BR 800X	3
GMC	Denali 2500	1
LOOK	7X16 Cargo Trailer	1
ISUZU	Commercial Box Truck	1
TEXAS BRAGG	24' Gooseneck Trailer	2

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE

Agreement Between Hancock County Port and Harbor Commission (Client) & King Lawn Care (Contractor)

For Professional Services Landscaping & Grass Maintenance

SEPTEMBER 1, 2022

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

HANCOCK COUNTY PORT AND HARBOR COMMISSION
SCOPE OF WORK & CONTRACT FOR
LANDSCAPE & GRASS MAINTENANCE
2022

ADDENDUM #1

JW **Contractor acknowledges receipt of revised contract specifications dated July 8th, 2022 in this attached Addendum 1 which includes the following:**
(Initial)

Item 1- Grass cutting is expected to extend to tree line at entrance of Airport Drive and Highway 603 (Bi-Weekly)

Item 2- Revised Airport Map to clarify quarterly road maintenance in SW and SE corner

Item 3- Remove request for unit price on tree removal, HCPHC will procure separately, and contractor will accept responsibility of future maintenance/tree removal quarterly AFTER initial clearing is completed in the future.

Item 4- Addition of unit pricing annually on McDonald Center and Railroad Office at Port Bienville

Item 5- Updated Port Bienville map to include Road G and Highway 90 Sign.

Item 6- Pest Control for Landscape does NOT include treatment of facilities and buildings such as termites' control.

Item 7- All contractors acknowledge they will submit equipment list and personnel list (laborer, supervisor, foreman, etc.) to provide services to HCPHC with bid.

Item 8- Clarification that landscape unit pricing and work orders are separate from basic services defined in summary of work. Will be additional work upon request from HCPHC and contractor agreement

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

Scope of Work

PROJECT DESCRIPTION

King Lawn Care, (the "Contractor") will provide landscape, maintenance, and grass maintenance services for (5) Five to (7) Seven locations within HCPHC Airport Operations and Port Bienville Operations. Additional sites may be added or removed at HCPHC discretion, but with complete inclusion of vendor at a negotiated price for additional or retracted proposed services. Services shall include furnishing all tools, equipment, services, apparatus, facilities, transportation, labor, permits, disposal, and materials necessary and reasonably incidental to perform the specified items of work. **Note**: There is no Maintenance of any irrigation systems (**Pre-Existing or otherwise**) required. However, maintenance of all landscaping in an attractive and healthy condition including watering, if needed, will be the responsibility of the Contractor.

SCOPE OF WORK

Description of Work for Landscape:

The work shall consist of the following services, but not limited to:

- Review / recommendations of existing plantings and bed layout
- Upgrades to existing plantings
- Where needed initial site plantings.
- Watering of planting/shrubbery installations
- Tree and Plant Maintenance.
- Retention Basin Facilities Maintenance (if required) within landscape areas.
- Control of all plant diseases.
- Provide weed and pest control related to ant beds, moles, etc.
- Proposed monthly schedule and monthly rates for maintenance.
- All environmental impacts such as wildlife, seed productions, etc., shall be considered with respect to landscaping

Description of Work for Grass Maintenance:

The work shall consist of the following services, but not limited to:

- Provide lawn service with a frequency of times a year that results in the grass meeting the maximum height requirements as identified for all associated properties within.
- Frequency is dependent on weather and terrain conditions.
- Litter shall be picked up prior to grass maintenance and grass inhibitors are strictly prohibited.
- Maintenance Director

Contractor shall submit a proposed cutting schedule and monthly price to be approved by HCPHC and coordinated with HCPHC Maintenance Director.

CONTRACT TERM

The agreement between **Hancock County Port & Harbor Commission** and King Lawn Care shall be for **a three-year term with (2) additional (1) year options by mutual agreement of the parties**. The cost of

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

services shall remain firm for the term of agreement starting September 1st, 2022, and ending August 31st, 2025, for the initial term.

CONTRACT TERMINATION

HCPHC may terminate this Agreement at any time before the expiration of the original term, or any extension thereof. Services may be terminated by HCPHC upon thirty (30) days written notice. Services may be terminated by the Contractor upon ninety (90) days written notice. HCPHC shall compensate the Contractor for all services provided before the actual date of termination. Upon receipt of Notice of Termination from HCPHC, the Contractor shall immediately commence discontinuing any and all services provided under this Agreement.

Contractor shall (I) promptly deliver to the Commission all documents, work product and other materials that are to be delivered to the Commission hereunder or prepared by or on behalf of Contractor in the course of performing the Services, including any items identified as such in Contractor's Proposal ("**Deliverables**") (whether complete or incomplete); (ii) promptly remove any equipment, of Contractor and used directly or indirectly in the provision of the Services located at the Commission's premises; (iii) provide reasonable cooperation and assistance to the Commission upon the Commission's written request and at the Commission's expense in transitioning the Services to an alternate contractor; and (iv) on a pro rata basis, repay all fees and expenses paid in advance for any Services or Deliverables which have not been provided.

In no event shall the Commission be liable for any of Contractor's termination costs arising from the expiration or termination of this Agreement.

LANDSCAPE WORK ORDERS

Work orders Shall encompass additional new Landscaping but not plants already in place, items already planted shall be maintained and included in monthly price. Landscaping Services provided under this Agreement must be authorized by a Work Order issued by the Commission. A "Work Order" is a document issued by the Commission authorizing the Contractor to perform Services associated with a specific task. The Commission and the Contractor reserve the right to negotiate the terms of the Work Order, except those agreed to herein. Once agreed to and executed by both parties, the Work Order shall be performed in accordance with the terms and conditions of this Agreement. The Work Order shall specify the tasks that the Contractor shall perform, establish a budget for accomplishing those tasks, and provide a period of performance for such Work Order consistent with this Agreement. **See Attachment E, unit pricing will be used to issue work order separate from annual contracted amount.**

TRAINING

Company will ensure that all employees, representatives, or agents performing work on the property of Client possess the necessary skills and training to perform the job safely and competently. At a minimum, this includes only allowing drivers on property of Client that have completed the KHSA Driver Training Program, have a valid Driver License, and comply with Airport Rules and Regulations.
Those personnel operating inside the airport perimeter fence must utilize a headset and mounted UHF radio with appropriate antenna to communicate with Air Traffic Control clearly and concisely or self-announce intentions and locations, when required.

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

STORAGE AREA

Company shall have the option to store equipment in an area agreed to by Client (Maintenance Shop) pursuant to a parallel Facilities Use Agreement between the two parties. Client will not be responsible for any damage or loss to any equipment stored by Company and Company shall be strictly liable for any damages suffered by Client because of Company's utilization of storage area. Any improvement or structure to be erected must be approved by Client in advance and any such improvement or structure must be removed by Company at the expiration or termination of this Agreement, unless Client provides Company written notice that it accepts ownership of the improvement or structure.

DAMAGES

Damages to property or unsatisfactory work must be reported to Client within 72 hours of occurrence for repair/warranty consideration.

NOTICES

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses:

If to the Commission:	**Hancock County Port and Harbor Commission**	
	Attn:	Blaine LaFontaine
	Address 1:	14054 Fred & Al Key Road
	Address 2:	Kiln, MS 39556
	Phone:	(228) 467-92321
	Email:	Blafontaine@hcphc.ms
If to Contractor:	Name:	King Lawn Care
	Attn:	Josh Williams
	Address 1:	19034 Highway 603
	Address 2:	Kiln, MS 39556
	Phone:	(228) 493-1354
	Email:	kinglawncare1@gmail.com

INDEMNIFICATION

Contractor shall indemnify and hold harmless the Commission, its Commissioners, officers, employees, agents, and representatives, and Hancock County, Mississippi (each, a "**Commission Indemnitee**"), from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

expenses of whatever kind, including but not limited to reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or resulting from bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or negligent acts or omissions of Contractor and/or its partners, principals, agents, employees and/or subcontractors; and Contractor's breach of any representation, warranty or obligation of Contractor set forth in this Agreement. Contractor shall also indemnify and hold harmless the Commission Indemnitees from and against all Losses based on a claim that any of the Services or deliverables or the Commission's receipt or use thereof infringes any intellectual property right of a third party.

APPLICABLE LAW

This agreement is governed by and construed in accordance with the laws of the State of Mississippi.

ASSIGNMENT AND SUBCONTRACTING

Contractor may not assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior consent of the Commission. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance of the foregoing shall be null and void.

ATTORNEYS' FEES AND EXPENSES

Subject to other terms and conditions of this Agreement, in the event Contractor defaults in any obligations under this Agreement, Contractor shall pay to the Commission all costs and expenses (including, without limitation, investigative fees, court costs, and reasonable attorneys' fees) incurred by the Commission in enforcing this Agreement or otherwise reasonably related thereto.

FORCE MAJEURE

Each Party shall be excused from performance for a reasonable period and to the extent that it is prevented from performing any obligation or Services, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such Party. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, hurricanes, tornados, or other natural disasters ("**Force Majeure Events**").
When such a cause arises, Contractor shall notify the Commission immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the Commission determines it to be in its best interest to terminate the Agreement.

AMENDMENTS

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

SCHEDULE

Contractor shall submit to HCPHC a detailed schedule Work Order for Landscaping within fourteen (14) calendar days after receiving notification of award by HCPHC. The proposed schedule shall include as a minimum the following items:

- Initial landscape planting start and end dates.
- Maintenance Schedule/pricing
- Fertilization Schedule

CONSIDERATION

In consideration of the provision of the Services by the Contractor and the rights granted to the Commission under this Agreement, the Commission shall pay to Contractor at the rates set forth in Attachment E for work orders. Payment to Contractor pursuant to Attachment E shall constitute payment in full for the performance of the Services, and the Commission shall not be responsible for paying any other fees, costs, or expenses except as included in Attachment E or as specifically authorized by a Work Order.

The Commission agrees to pay all properly invoiced amounts due to Contractor in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by public entities within forty-five (45) days of receipt of invoice. MS Code Ann. § 31-7-305 (1972, as amended). Work Orders and Net 45-day invoices shall be paid subject to Maintenance Director approval of satisfactory work.
This contract is for services to be performed throughout the term(s) of this Contract. Contractor shall bill the Client at the first of each month for all services provided during the preceding month. Bills shall be broken down into unit price based upon the prices listed in Attachment E. Payments will be made after the docket is approved by the Commission at its regularly scheduled meetings and pursuant to Mississippi law.

SUBMITTALS

The Contractor shall submit the following to HCPHC as specified below.

- "Work Completed" Report detailing work completed the month for which an invoice is received.
- A Pesticide Application Record shall be submitted to HCPHC with invoices as completed.
- Notification of Problem or Repair shall be completed and submitted to HCPHC Representative within 24 hours of the discovery of a problem or needed repair.
- Additional Services Request shall be completed and submitted to HCPHC to propose additional site landscaping and maintenance work that is in addition to the scope of services listed above.

LITTER CONTROL

- Remove all litter, paper, cans, bottles, glass, trash, animal feces, undesirable materials, silt, and other accumulated debris from all areas to be maintained and prior to grass cutting.
- The Contractor shall employ appropriate safety equipment and procedures at all times while on

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

Commission grounds.

INSURANCE REQUIREMENTS.

A. At all times during the Term of this Agreement, Contractor shall procure and maintain, at is sole cost and expense, at least the following types and amounts of insurance coverage:

i. Commercial General Liability with limits no less than $1,000,000.00 per occurrence and $1,000,000.00 in the aggregate, including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Contractor under this Agreement;

ii. Worker's Compensation with limits no less than the minimum amount required by applicable law;

iii. Commercial Automobile Liability with limits no less than $1,000,000.00, combined single limit; and

B. All insurance policies required pursuant to this Section 5 shall:

i. be issued by insurance companies that are licensed or hold a Certificate of Authority from the Mississippi Department of Insurance;

ii. provide that such insurance carriers give the Commission at least thirty (30) days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, Contractor shall have new insurance policies in place that meet the requirements of this Section 5;

iii. waive any right of subrogation of the insurers against the Commission;

iv. provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the Commission shall be excess and non-contributory; provide such certificates of insurance policies to Hancock County Port and Harbor Commission at the start of the initial term; and

v. name the Commission and its Commissioners, officers, employees, agents, and representatives, and Hancock County, Mississippi, as additional insureds.

LOCATION: PORT BIENVILLE INDUSTRIAL PARK

All areas identified in ATTACHMENT F shall be maintained to the respective maximum height or frequency at

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

all times unless otherwise approved by the Maintenance Supervisor. The respective heights are as follows:

Bi-Weekly	Monthly	Quarterly
ANNUAL PRICE: $58,200	**ANNUAL PRICE:** $36,000	**ANNUAL PRICE:** $22,440
MONTHLY PRICE: $4,850	**MONTHLY PRICE:** $3,000	**MONTHLY PRICE:** $1,870

Locations of turf maintenance: Port Bienville roadsides, rights-of-way, & Client occupied buildings (Port and Harbor Dr., Road C, C1, E, & G, Sea Plane Road, & South Road entrance; maintain outside of the ditches).

Scope of Work: **Turf Maintenance:** Mowing service includes turf mowing, line trimming along beds and turf edges, and cleanup of clippings and other debris from sidewalks, driveways, and other hard surfaces; edge along hard surfaces, spray weed killer at fence building/culverts/power poles and signs.

Pipeline trails, Radio Tower drive, and other roads: Monthly mowing of all remaining right-of-way green spaces to include pipeline drive trails, easement clearings, and access roads.

South Road right-of-way, Road G field, and fire break roads, Railroad Right of Way from Port to CSX Interchange: Quarterly mowing by means of tractor and bush hog attachment to maintain a clean appearance. Also, trim trees and bushes back to wood line, cut ditches along roads and in field; cut grass up to rocks at railroad.

TOTAL ANNUAL PRICE: $116,440

LOCATION: STENNIS INTERNATIONAL AIRPORT

All areas identified in ATTACHMENT F shall be maintained to the respective maximum height or frequency at all times unless otherwise approved by the Maintenance Supervisor. The respective heights are as follows:

Maximum 6" height	Maximum 8-10" height	Bi -Weekly	Quarterly
ANNUAL PRICE: $39,240	**ANNUAL PRICE:** $45,000	**ANNUAL PRICE:** $82,020	**ANNUAL PRICE:** $55,008
MONTHLY PRICE: $3,270	**MONTHLY PRICE:** $3,750	**MONTHLY PRICE:** $6,835	**MONTHLY PRICE:** $4,584

Areas identified within a red dashed box indicate it is a 3rd party responsibiltiy to maintain such areas.

All areas outside the Airport Perimeter Fence shall be maintained to standard level of commercial service at a height not to exceed 6 inches.

General Scope of Work: Mowing service includes but not limited to turf mowing, bush hog, forestry or mulching equipment, line trimming along beds and turf edges and around all obstacles, removal of vegetation on all adjacent pavements including pavement edges, cracks, etc., and cleanup of clippings, vegetation, and other debris from sidewalks, driveways, and other hard surfaces. Edge along runway taxiway and buildings; spray along fence lines; trim trees and bushes back to wood line.

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

Tree Removal: Existing trees, shrubs and excessive vegetation identified in any shaded areas within ATTACHMENT F shall be removed, and respective areas maintained unless otherwise advised in writing by the Maintenance Supervisor. Trees shall be removed from the property at the Contractor's expense.

- **HCPHC will obtain separate quotes and issue PO/Work Order to clear trees and shrubs, then future maintenance and removal will become responsibility of awarded contractor for grass services**

Fence Lines: All perimeter fence and associated gates shall maintain a five (5) foot minimum clearance on each side of all vegetation, trees, shrubs, etc.

Ditches & Drainage: Ditches and trenches, some identified within ATTACHMENT F, shall remain clear of vegetation and debris to allow appropriate drainage; not all ditches and drainage areas are identified but all accessible drainage shall be maintained to allow water to drain to the best extent possible. The Maintenance Supervisor shall be notified if drainage appears to be blocked from inside any culvert, due to wildlife, etc.

Roller Operations & Ruts: Contractor is responsible for filling in all ruts associated as a result of mowing operations and shall be remedied as soon as possible. Ruts shall be reported to the Maintenance Supervisor or designee if it cannot be fixed as soon as possible. Contractor shall avoid creating ruts by any acceptable means including but not limited to monitoring the weather and ensuring the turf is in a condition for meeting the abovementioned requirements. Rolling operations shall be accomplished at least once every 12-months within the GREEN area identified within ATTACHMENT F, which would include utilizing equipment designed and/or intended to remove any embedded nests, minor surface variations caused by men and equipment, etc.

Roadways & Access Gates: All roadways within and between shaded areas identified within ATTACHMENT F shall be serviced and maintained a minimum clearance of 4ft on each side of the roadway. All gates shall be closed and secured following access.

TOTAL ANNUAL PRICE: $222,000

LOCATION: HANCOCK COUNTY PORT & HARBOR COMMISSON, ROBERT R. KANE BUILDING

Location of turf maintenance: Robert R. Kane Building and grounds located at 14054 Fred and Al Key Road, Kiln 39556.

Scope of Work: **Turf Maintenance:** Mowing service includes bi-weekly turf mowing, line trimming along beds and turf edges and around obstacles, and cleanup of clippings and other debris from sidewalks, driveways, and other hard surfaces.

ANNUAL PRICE: $10,800 **MONTHLY PRICE:** $900

LOCATION: PORT BIENVILLE, MCDONALD TRAINING CENTER

Location of turf maintenance: MCDONALD TRAINING CENTER and grounds located at 3060 Port & Harbor Drive Bay St. Louis, MS 39520

Scope of Work: **Turf Maintenance:** Mowing service includes bi-weekly turf mowing, line trimming along beds and turf edges and around obstacles, and cleanup of clippings and other debris from sidewalks, driveways, and other hard surfaces.

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

ANNUAL PRICE: **MONTHLY PRICE:**

LOCATION: PORT BIENVILLE, RAILROAD OFFICE

Location of turf maintenance: Railroad Office and grounds located at 13009 Seaplane Road Bay St. Louis, MS 39520

Scope of Work: **Turf Maintenance:** Mowing service includes bi-weekly turf mowing, line trimming along beds and turf edges and around obstacles, and cleanup of clippings and other debris from sidewalks, driveways, and other hard surfaces.

ANNUAL PRICE: **MONTHLY PRICE:**

Schematics outlining the service boundaries for each site, as well as the frequency of service required, can be found in the appendix, which is labeled **Attachment F - Detailed Service Site Information for Grass Maintenance. (Need pics for grass maintenance areas at RR/Industrial Park/Park Entrance; only have airport pics so far inserted into Attachment F).**

Locations for Attachment F - Detailed Service Site Information

a) **Stennis International Airport** (requires regularly scheduled maintenance)
b) **Port Bienville Industrial Park Grounds** (requires regularly scheduled maintenance)
c) **Port Bienville Industrial Park Railroad** (requires services only upon request)
d) **Port Bienville Industrial Park Entrance Sign** (requires services only upon request)

During the agreement term, Client reserves the right to add additional sites to the service list or remove specific sites from the service list. If service sites are modified during the term of the agreement, Client will contact the vendor to negotiate pricing modifications, if warranted.

In witness hereof, the Parties have executed this Agreement effective as of September 1, 2022.

Client Rep & Title William P. Cotter, Chief Executive Officer

Client Signature _____ Date: _____

Contracting Company King Lawn Care

Contractor Rep & Title Josh Williams, Owner

Contractor Signature _____ Date: 7/12/22

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

Attachment E – Detail Cost Estimate Landscaping				
SCHEDULE A: GO ADMIN BUILDING & ENTRANCE (X2-X3)				
NEW INSTALLATION				
Description	**Quantity**	**Unit**	**Unit Price**	**Total**
Mulch (once annually as needed / directed)	495	SY	$6.00	$2,970
			Subtotal New Installation	$2,970
MAINTENANCE				
Description	**Labor**	**Rate**	**Per Year**	**Total**
Spring Cleanup	4 hours	$30.00	1	$120
Mow/Trim all bed areas including cleanup of curbs, sidewalks, etc.	1 hour	$30.00	26	$780
Edging of Sidewalks, Parking, Driveways and Curbs	1 hour	$34.00	28	$952
Flower bed chemical and manual weeding and deadheading and fertilizing	1 hour	$35.00	28	$980
Tree Fertilizing	1 hour	$30.00	4	$120
Shrub Shaping	2 hours	$40.00	5	$400
Shrub Fertilizer	1 hour	$30.00	4	$120
Watering where needed				
			Subtotal Maintenance	3,472 $
			Total Schedule A	6,442 $

SCHEDULE B: AP STENNIS INTERNATIONAL AIRPORT (X4)				
NEW INSTALLATION				
Description	**Quantity**	**Unit**	**Unit Price**	**Total**
Mulch (once annually as needed / directed)	235	SY	$6.00	$1,410
			Subtotal New Installation	$1,410
MAINTENANCE				
Description	**Labor**	**Rate**	**Per Year**	**Total**
Spring Cleanup	6 hours	$30.00	1	$180
Mow/Trim all bed areas including cleanup of curbs, sidewalks, etc.	1 hour	$30.00	28	$840
Edging of Sidewalks, Parking, Driveways and Curbs	1 hour	$30.00	28	$840
Flower bed chemical and manual weeding and deadheading and fertilizing	1 hour	$30.00	28	$840
Tree Fertilizing	1 hour	$30.00	4	$120
Shrub Shaping	0	0	0	0
Shrub Fertilizer	1 hour	$30.00	4	$120
Watering where needed	1 hour	$30.00	28	$840
			Subtotal Maintenance	3,780 $
			Total Schedule B	5,190 $

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

SCHEDULE C: IP Port Bienville Entrance, Training Center, Linea Dock (X5-X7)				
NEW INSTALLATION				
Description	**Quantity**	**Unit**	**Unit Price**	**Total**
Mulch (once annually as needed / directed)	415	SY	$6.00	$2,490
Rock beds w / blackout (rock furnished by owner; mulch removal absorbed)	276	SY	$12.00	$3,312
			Subtotal New Installation	$5,802
MAINTENANCE				
Description	**Labor**	**Rate**	**Per Year**	**Total**
Spring Cleanup	5 hours	$50.00	1	$250
Mow/Trim all bed areas including cleanup of curbs, sidewalks, etc.	1 hour	$30.00	28	$840
Edging of Sidewalks, Parking, Driveways and Curbs	1 hour	$30.00	28	$840
Flower bed chemical and manual weeding and deadheading and fertilizing	3 hours	$30.00	28	$2,520
Tree Fertilizing	1 hour	$30.00	4	$120
Shrub Shaping	6 hours	$30.00	3	$540
Shrub Fertilizer	1 hour	$30.00	4	$120
Watering where needed	4 hours	$30.00	28	$3,360
			Subtotal Maintenance	8,590 $
			Total Schedule C	14,392 $

SCHEDULE D: Railroad Office (X8)				
NEW INSTALLATION				
Description	**Quantity**	**Unit**	**Unit Price**	**Total**
Shrubs	N/A	EACH	$150	$150
			Subtotal New Installation	$150
MAINTENANCE				
Description	**Labor**	**Rate**	**Per Year**	**Total**
Spring Cleanup	12 hours	$48.00	1	$576
Mow/Trim around shrubs	1 hour	$30.00	28	$840
Chemical and manual weeding and deadheading and fertilizing	1 hour	$30.00	28	$840
Tree Fertilizing	1 hour	$30.00	4	$120
Shrub Shaping	6 hours	$30.00	4	$720
Shrub Fertilizer	1 hour	$30.00	4	$120
Watering where needed	4 hours	$30.00	28	$3,360
			Subtotal Maintenance	6,576 $
			Total Schedule D	6,726 $
TOTAL COST				32,750 $

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

Attachment D – Site Layout and Locations for Landscaping

1. HCPHC Administration Building (14054 Fred and Al Key Road)
2. Airport Entrance at 603 (Stennis Airport Entrance)
3. Port Bienville Entrances (Port Bienville North & South Gate)
4. Port Bienville McDonald Training Center (3060 Port & Harbor Drive)
5. Port Bienville Railroad Office (13009 Seaplane Road)
6. Port Bienville Dock A (3490 Port & Harbor Drive)

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

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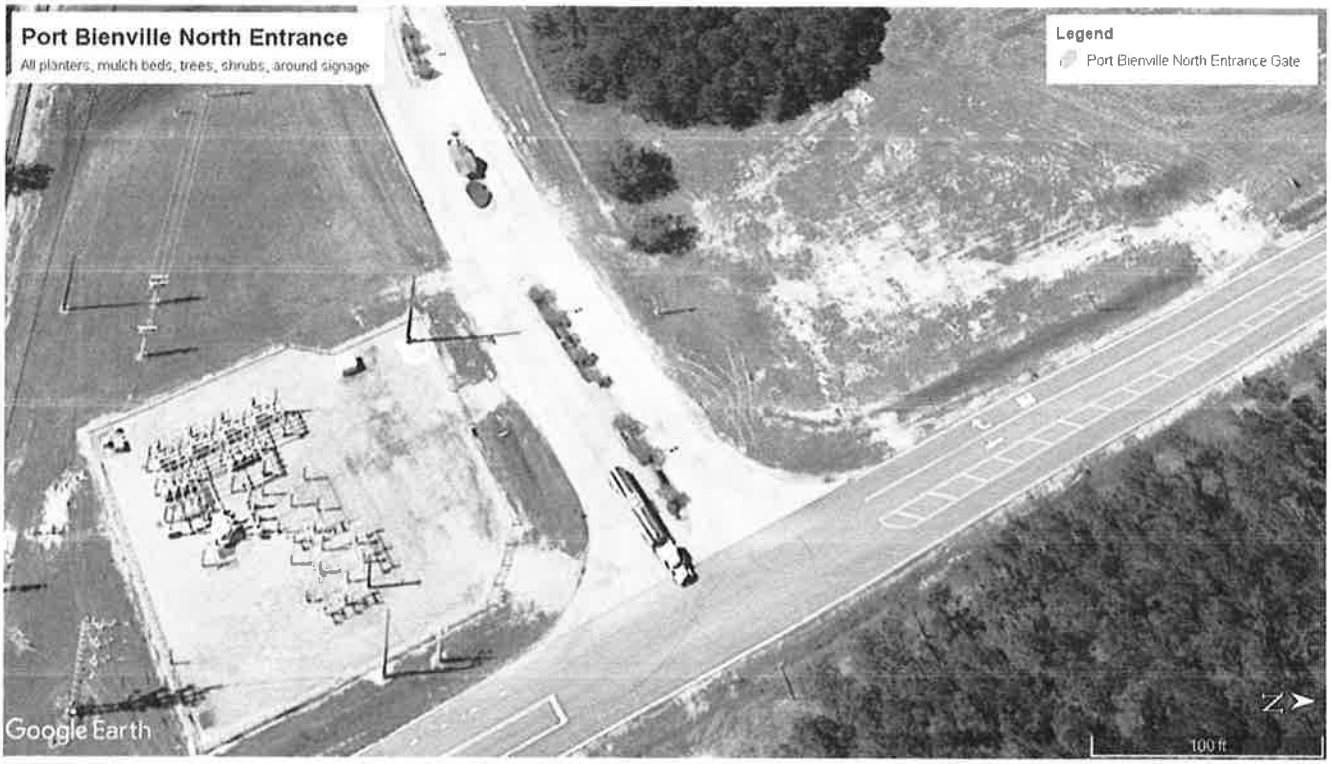

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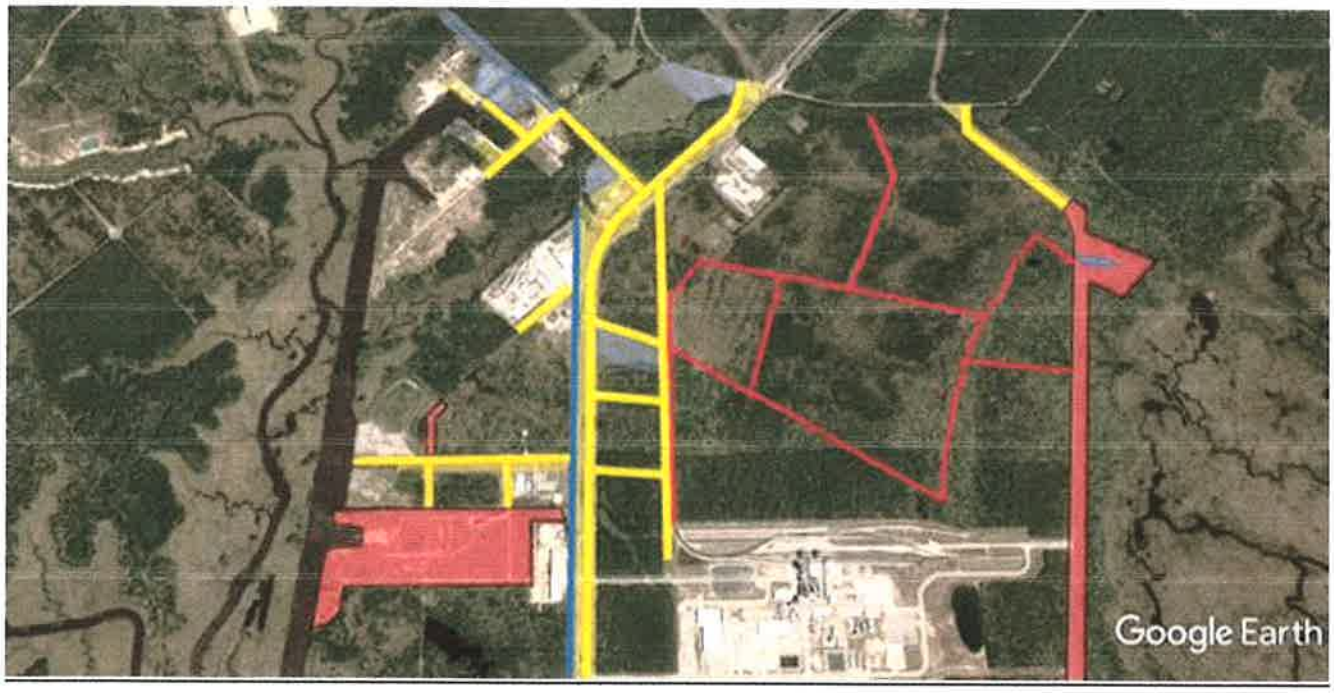
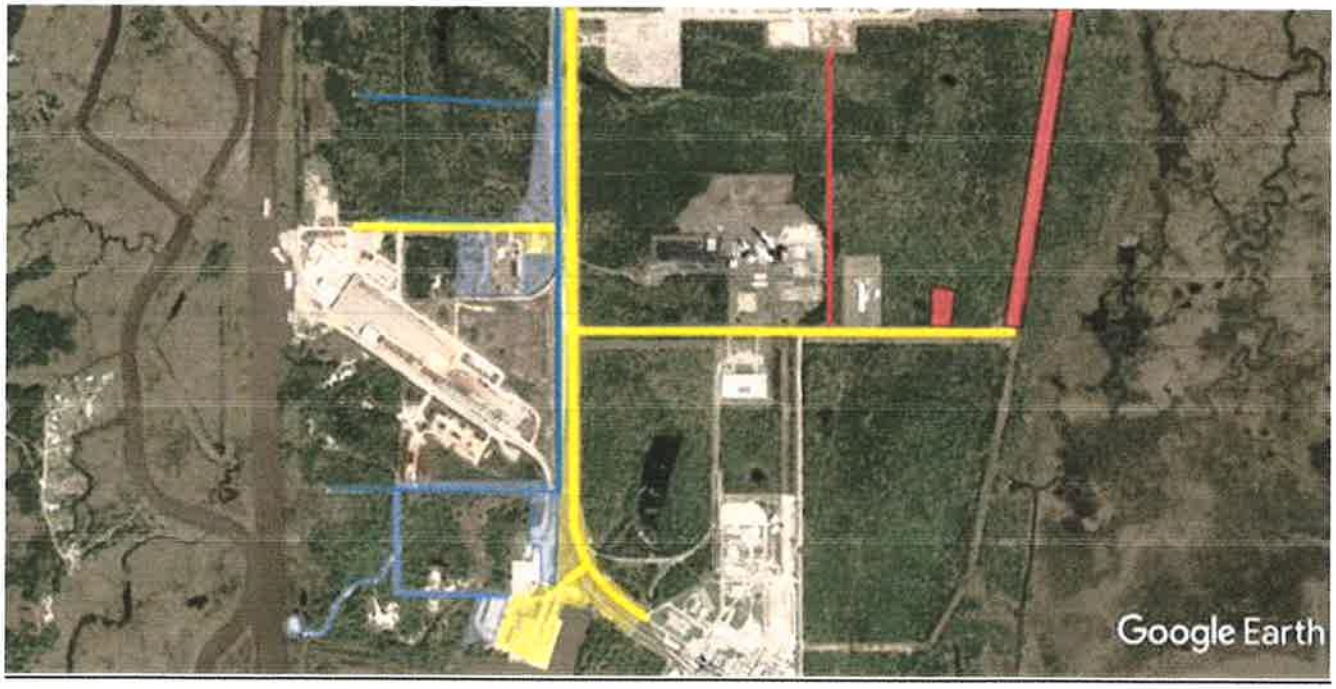
ATTACHMENT F - SITE LOCATIONS and Photos FOR GRASS MAINTENANCE
PORT BIENVILLE INDUSTRIAL PARK





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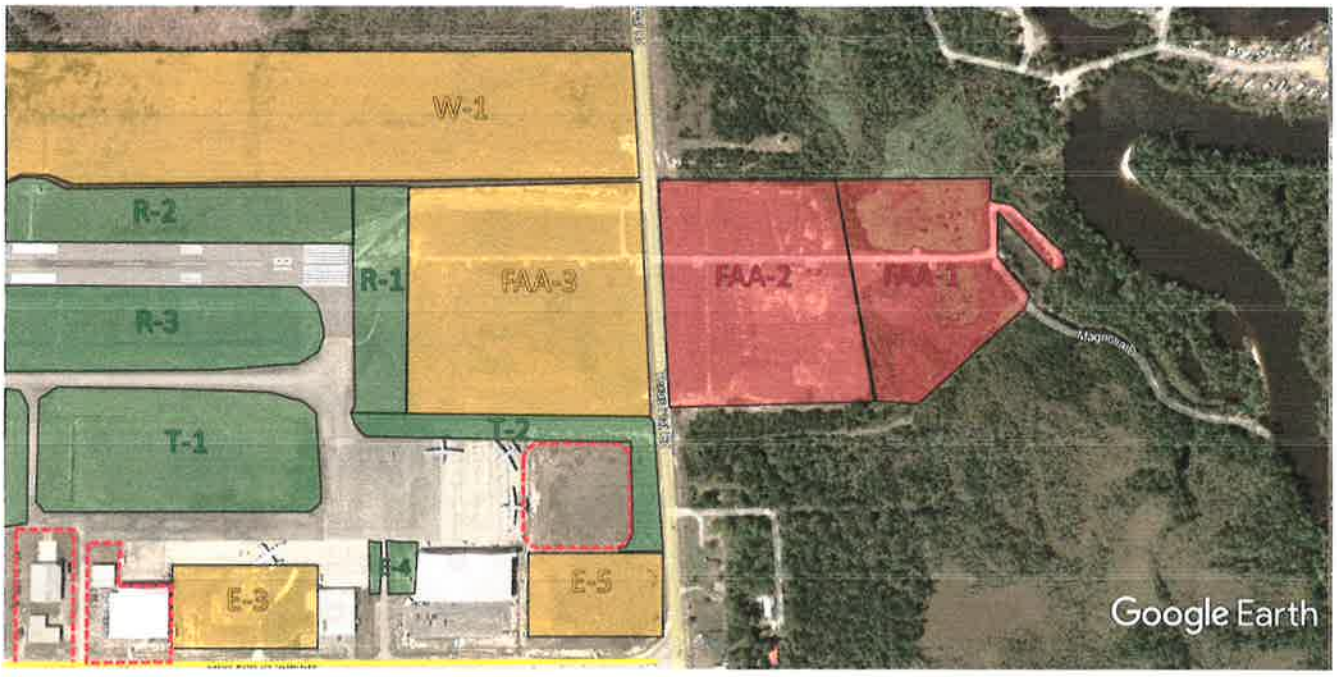
ATTACHMENT F - SITE LOCATIONS and Photos FOR GRASS MAINTENANCE
PORT BIENVILLE INDUSTRIAL PARK - continued

Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

ATTACHMENT F - SITE LOCATIONS and Photos FOR GRASS MAINTENANCE
STENNIS INTERNATIONAL AIRPORT



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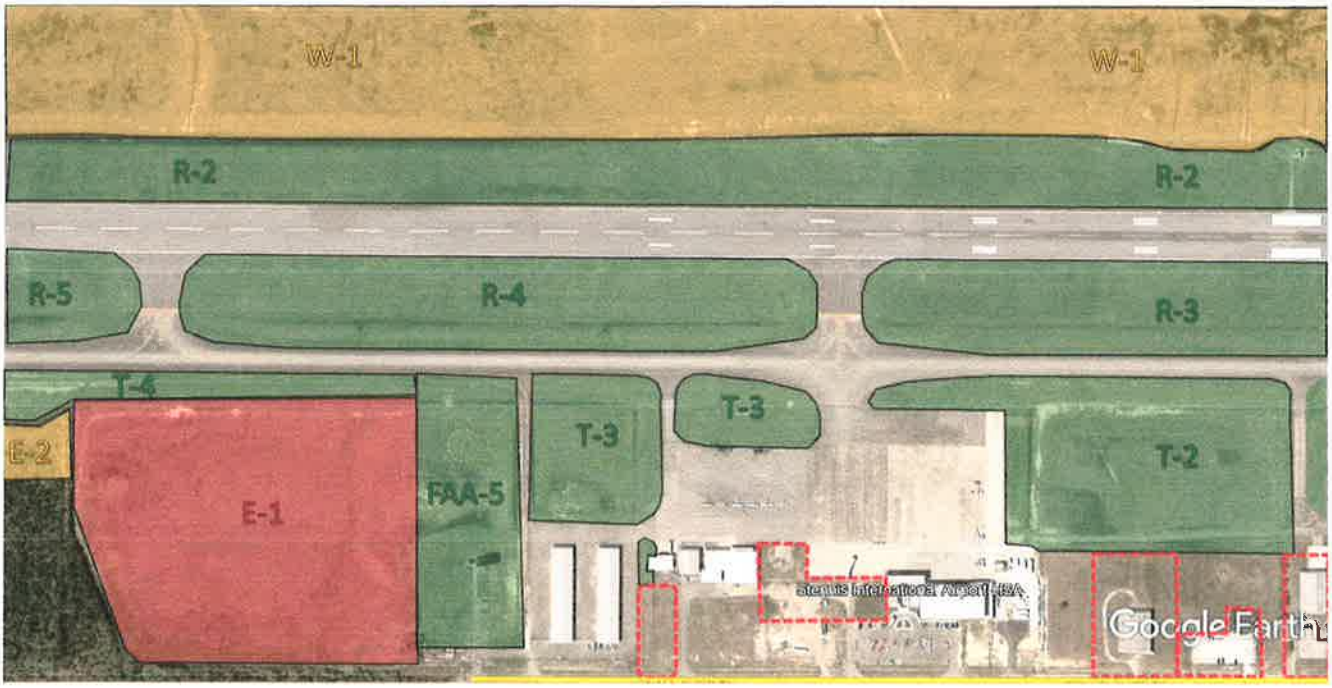
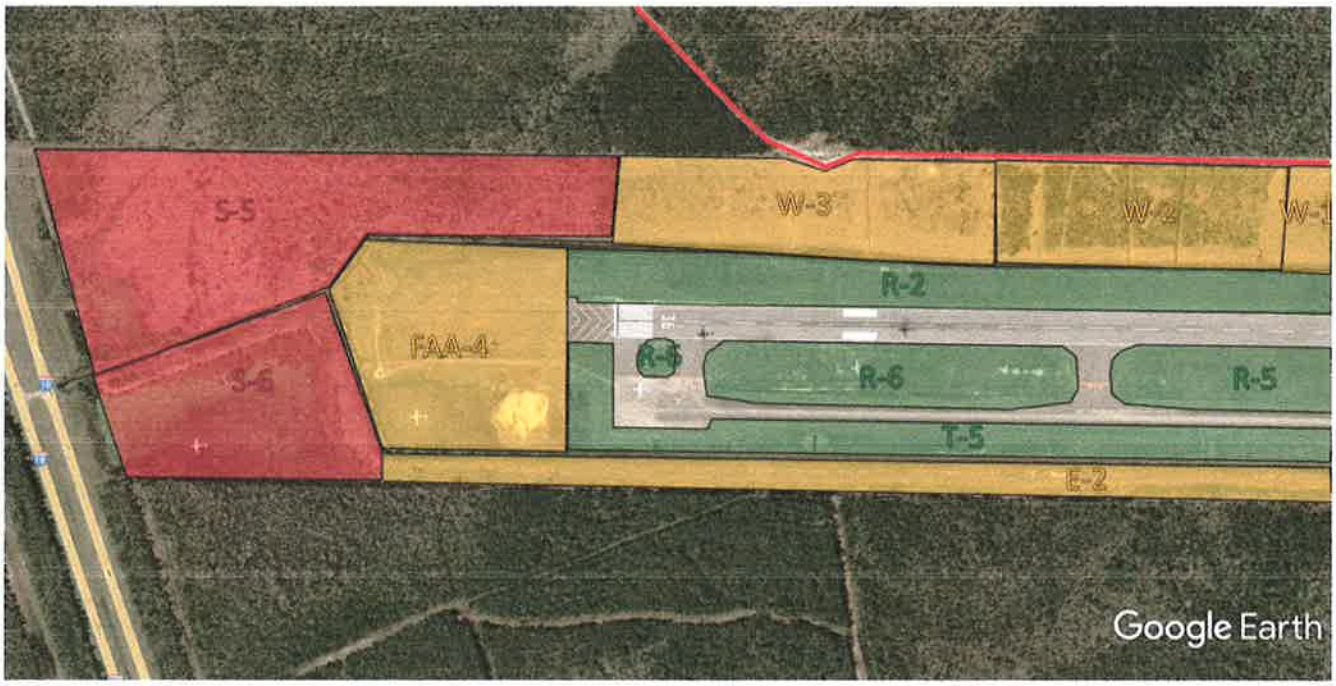


ATTACHMENT F - SITE LOCATIONS and Photos FOR GRASS MAINTENANCE
STENNIS INTERNATIONAL AIRPORT - continued



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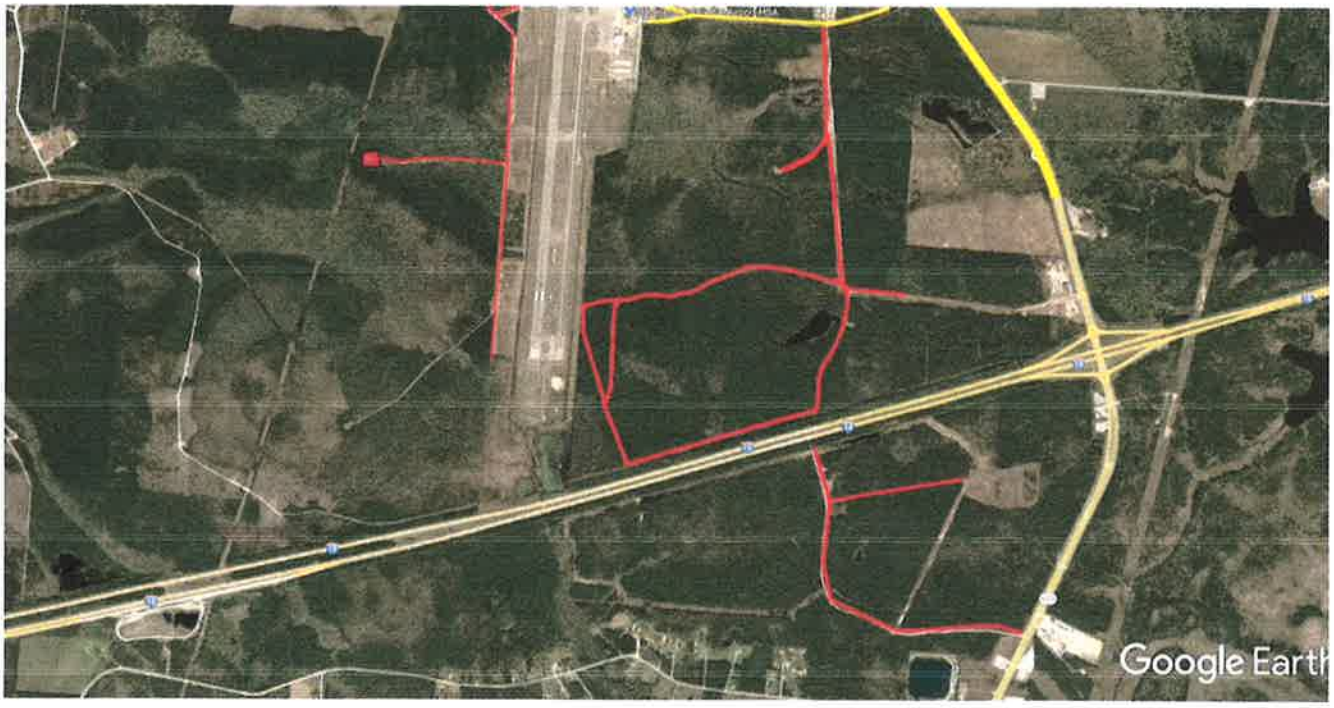
ATTACHMENT F - SITE LOCATIONS and Photos FOR GRASS MAINTENANCE
STENNIS INTERNATIONAL AIRPORT – continued



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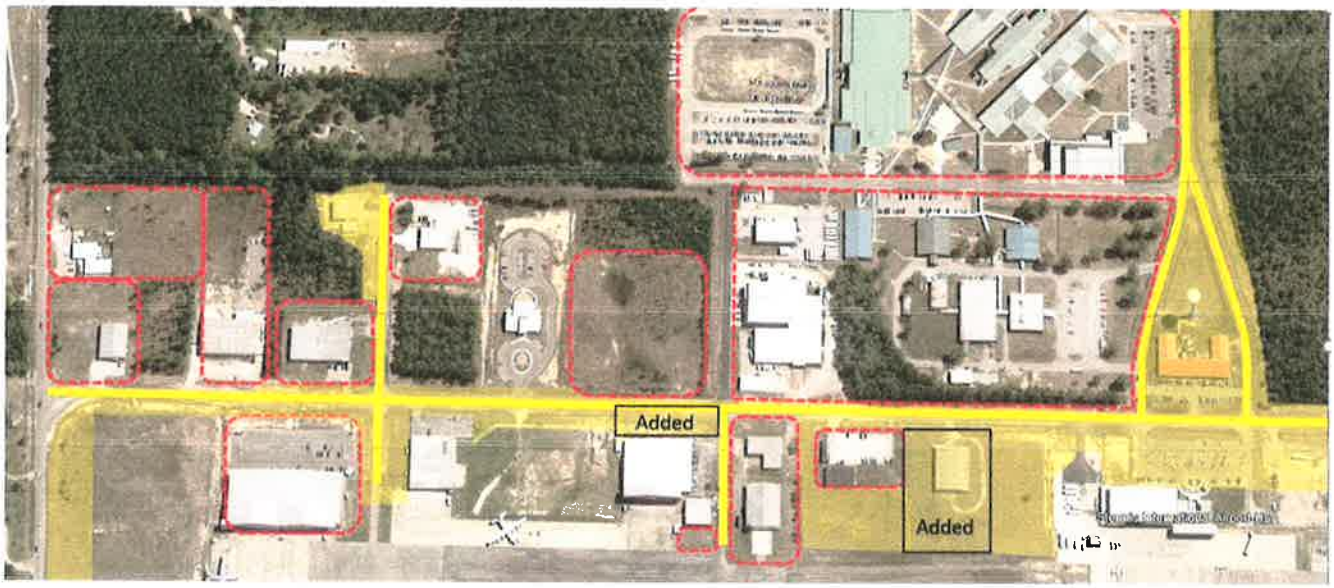
ATTACHMENT F - SITE LOCATIONS and Photos FOR GRASS MAINTENANCE
STENNIS INTERNATIONAL AIRPORT – continued



Attachment: Resolution# 20220808-05 King Lawn Contract (11239 : Authorize Execution of Contract with King Lawn Care)

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	August 8, 2022
To:	Port & Harbor Commission
From:	Allison Hess,
Subject:	RESOLUTION# 20220808-02
	SPREADING ON THE MINUTES EXECUTED CONTRACT DOCUMENTS FOR PROJECT RR2204 - DRAINAGE IMPROVEMENTS - WITH CONTINENTAL RAILS, INC. IN THE AMOUNT OF $273,025.00

ATTACHED:
RR2204 Contract with Continental Rails, Inc. executed

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220808-02

SPREADING ON THE MINUTES EXECUTED CONTRACT DOCUMENTS FOR PROJECT RR2204 - DRAINAGE IMPROVEMENTS - WITH CONTINENTAL RAILS, INC. IN THE AMOUNT OF $273,025.00

WHEREAS, pursuant to the authority granted by Resolution# 20220711-08, the Hancock County Port & Harbor Commission recommended to the Hancock County Board of Supervisors the Award of Project RR2204 - Drainage Improvements in the amount of $273,025.00;

WHEREAS, the Hancock County Board of Supervisors accepted our recommendation at their July 18, 2022 Board of Supervisors Meeting;

WHEREAS, Continental Rails, Inc and the Hancock County Port & Harbor Commission have executed the contract documents, attached hereto and incorporated by reference, for Project RR2204 – Drainage Improvements and wish to spread them on our minutes;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby spreads on the minutes the attached Contract Documents for Project RR2204 – Drainage Improvements in the amount of $273,025.00 with Continental Rails, Inc and the Hancock County Port and Harbor Commission;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

RESULT:	**CARRIED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Robert Martin, Treasurer
SECONDER:	Paula Jordan, Vice President
AYES:	Swanson, Ward, Casano, Jordan, Martin, Bennett, Necaise
EXCUSED:	David Holman

ATTACHED:
RR2204 Contract with Continental Rails, Inc. exec

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
RR2204 Contract with Continental Rails, Inc. executed

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE

HANCOCK COUNTY PORT & HARBOR COMMISSION
Economic Development • Stennis International Airport • Port Bienville Industrial Park • Port Bienville Railroad

July 18, 2022

Continental Rails, Inc.
62 Chester Brown Road
Hattiesburg, MS 39401
Transmitted via electronic mail to info@continentalrails.com

REFERENCE: NOTICE OF AWARD
DRAINAGE IMPROVEMENTS – PROJECT NO. RR2204
HANCOCK COUNTY PORT & HARBOR COMMISSION

To Whom It May Concern,

The Hancock County Port & Harbor Commission has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal for construction of DRAINAGE IMPROVEMENTS – PROJECT NO. RR2204 in the amount of $273,025.00 has been accepted by the Hancock County Port & Harbor Commission.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Hancock County Port & Harbor Commission the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed electronic copies of the necessary contract forms and bond forms. Please return four executed copies of these documents to the office of Neel-Schaffer, Inc., 772 Howard Avenue, Biloxi, MS 39530-3820.

If you fail to execute said Contract and to furnish said Bonds and certificates within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

You are required to return an acknowledged copy of this Notice of Award directly to the Hancock County Port & Harbor Commission, Hancock County, Mississippi, Attention: Mrs. Maureen Anderson and to Neel-Schaffer, Inc., Attention: Alex Davis, P.E.

Sincerely,

William P. Cotter

William P. Cotter Jr., C.M.
Chief Executive Officer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Continental Rails, Inc.

this, the 18 day July of 20 22.

By _____

Title _____

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

CONTRACT

DRAINAGE IMPROVEMENTS
PROJECT NO. RR2204
HANCOCK COUNTY PORT & HARBOR COMMISSION

This Contract, made this the 3rd day of August, 20 22 by and between the Hancock County Port & Harbor Commission, Mississippi, Hancock County, Mississippi, hereinafter called "Owner" and Continental Rails, Inc. doing business as a MS Corporation located in Forrest County, Mississippi, hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete "DRAINAGE IMPROVEMENTS – PROJECT NO. RR2204" in strict accordance with the Contract Documents and the Contract Drawings.

2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and Final Completion of the project will be obtained within **60 consecutive calendar days** of the NOTICE TO PROCEED date unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor shall be liable for the continued assessment of liquidated and special damages as set forth in these Contract Documents.

   The **CONTRACTOR** will be subject to liquidated damages in the amount of **$1,000.00** plus any additional actual costs incurred by the Owner for each consecutive calendar day that expires after the time stipulated for Final Completion of the work. Additional actual costs include, but are not limited to engineering, inspection, and other construction related costs resulting from the Contractor's failure to complete the work on schedule.

   The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.

4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Hancock County Port & Harbor Commission, Hancock County, Mississippi, or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Hancock County Port & Harbor Commission, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of **Two Hundred Seventy-**

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

Three Thousand Twenty-Five Dollars and Zero Cents ($273,025.00) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

5. The Contractor shall protect, indemnify and save harmless the Hancock County Port & Harbor Commission, Hancock County, Mississippi from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Hancock Port & Harbor Commission may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.

6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of **Two Hundred Seventy-Three Thousand Twenty-Five Dollars and Zero Cents ($273,025.00)**.

7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of **Two Hundred Seventy-Three Thousand Twenty-Five Dollars and Zero Cents ($273,025.00)**.

8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project, which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.

9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.

10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in 4 (four) counterparts, each of which shall be deemed an original on the date first above written.

HANCOCK COUNTY
PORT & HARBOR COMMISSION
HANCOCK COUNTY, MISSISSIPPI

OWNER

BY _____

William P. Cotter, Jr., CEO

ATTEST _____

(Seal)

CONTRACTOR

BY _____

(President)

ATTEST Megan Hammett

(Seal)

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____ and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

_____
Notary Public in the

County of _____

State of _____

Notarial Seal

My Commission Expires:

_____

CORPORATE CERTIFICATE

I, Joe T Husband, II certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Joe Husband _____, who signed said Contract on behalf of the Contractor was then President of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

_____
Secretary

Corporate Seal

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT

Continental Rails, Inc.
(Name of Contractor)

P. O. Box 15776, Hattiesburg, MS 39401
(Address of Contractor)

a Corporation hereinafter called Principal, and
(Corporation, Partnership, or Individual)

FCCI Insurance Company
(Name of Surety)

6300 University Parkway, Sarasota, FL 34240
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Hancock County Port & Harbor Commission
(Name of Owner)

14054 Fred & Al Key Road, Kiln, Mississippi 39556
(Address of Owner)

hereinafter called OWNER, in the penal sum of **Two Hundred Seventy-Three Thousand Twenty-Five Dollars and Zero Cents ($273,025.00)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated 3rd day of August ,20 22 , a copy of which is hereto attached and made a part hereof for the construction of:

DRAINAGE IMPROVEMENTS
PROJECT NO. RR2204

HANCOCK COUNTY PORT & HARBOR COMMISSION

HANCOCK COUNTY, MISSISSIPPI

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in 4 (number) counterparts, each one of which shall be deemed an original, this the 3rd day of August, 20 22.

ATTEST:

(Principal) Secretary

(SEAL)

Continental Rails, Inc.

By (s)

P. O. Box 15776

(Address)

Hattiesburg, MS 39401

Witness as to Principal

P. O. Box 15776

(Address)

Hattiesburg, MS 39401

FCCI Insurance Company

Surety

By

Amanda Jean Charfauros, Attorney-in-Fact

Resident MS Agent / Fisher Brown Bottrell Insurance, Inc.

(Address)

P. O. Box 1490, Jackson, MS 39215-1490

ATTEST:

Witness as to Surety Peggy Jackson

P. O. Box 1490, Jackson, MS 39215-1490

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

Continental Rails, Inc.
(Name of Contractor)
P. O. Box 15776, Hattiesburg, MS 39401
(Address of Contractor)
a Corporation, hereinafter called Principal,
(Corporation, Partnership, or Individual)
and FCCI Insurance Company
(Name of Surety)
6300 University Parkway, Sarasota, FL 34240
(Address of Surety)
hereinafter called Surety, are held and firmly bound unto

Hancock County Port & Harbor Commission
(Name of Owner)
14054 Fred & Al Key Road, Kiln, Mississippi 39556
(Address of Owner)
hereinafter called OWNER, in the penal sum of **Two Hundred Seventy-Three Thousand Twenty-Five Dollars and Zero Cents ($273,025.00)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 3rd day of August 20 22, a copy of which is hereto attached and made a part hereof for the construction of:

DRAINAGE IMPROVEMENTS
PROJECT NO. RR2204

HANCOCK COUNTY PORT & HARBOR COMMISSION

HANCOCK COUNTY, MISSISSIPPI

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 (four) counterparts, each one of which shall be deemed an original, this the 3rd day of August, 20 22.

ATTEST:

(Principal) Secretary

(SEAL)

Continental Rails, Inc.

By (s)

P. O. Box 15776
(Address)
Hattiesburg, MS 39401

Witness as to Principal

P. O. Box 15776
(Address)
Hattiesburg, MS 39401

FCCI Insurance Company
Surety

By
Amanda Jean Charfauros, Attorney-in-Fact

Resident MS Agent / Fisher Brown Bottrell Insurance, Inc.
(Address)
P. O. Box 1490, Jackson, MS 39215-1490

ATTEST:

Witness as to Surety Peggy Jackson

P. O. Box 1490
(Address)
Jackson, MS 39215-1490

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jim A Armstrong; Jerry E Horner Jr; Jerry G Veazey Jr; Jason J Young; Brody Eric Buckley; Angela Bullie; Trina Cobb; Peggy L Jackson; Amanda Jean Charfauros; Stephen Wesley Price Jr; Hunter S Cox

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1991 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida Peggy Snow My Commission GG 283505 Expires 02/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida Peggy Snow My Commission GG 283505 Expires 02/27/2023

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, ____

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1991 FLORIDA

14ONA-3592-NA-04, 7/2020

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

CONTRAI365 HBREAZEALE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: PHONE (A/C, No, Ext): (601) 960-8200 FAX (A/C, No): (601) 208-7484 E-MAIL ADDRESS:
INSURED Continental Rails, Inc. P.O.Box 15776 Hattiesburg, MS 39404	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westchester Surplus Lines Insurance Company — 10172 INSURER B : Continental Western Insurance Company — 10804 INSURER C : American Interstate Insurance — 31895 INSURER D : Berkley National Insurance Company — 38911 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			G73568511001	6/1/2022	6/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			CAA4524293	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			G72581830001	6/1/2022	6/1/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			AVWCMS3095112022	6/1/2022	6/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Equipment Floater			MIM1068984	6/1/2022	6/1/2023	Leased/ Rented	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general and auto liability includes blanket additional insured provision on primary and noncontributory basis if required by written contract. The general and auto liability has a blanket waiver of subrogation as required by written contract. The workers compensation has a blanket waiver of subrogation as required by contract. Excess Liability is follow form of underlying coverage. This revised certificate voids and supersedes any certificate previously issued.

RE: DRAINAGE IMPROVEMENTS PROJECT NO. RR2204

CERTIFICATE HOLDER

Hancock County Port & Harbor Commission
14054 Fred & Al Key Road
Kiln, MS 39556

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sean J. Sadler

ACORD 25 (2016/03)

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Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

Form 72-16-02

MISSISSIPPI DEPARTMENT OF REVENUE

Sales Tax Account ID: ____-____

P.O. BOX 1033 JACKSON, MS 39215

RIDER SALES, USE, INCOME, FRANCHISE, WITHHOLDING, AND SPECIAL FUEL (DIESEL FUEL) TAX BOND

STATE OF MISSISSIPPI

BOND NUMBER 8003166

This Rider is attached to and becomes a part of a certain performance and/or payment bond executed by:

Continental Rails, Inc., P. O. Box 15776, Hattiesburg, MS 39401 as Principal,
Name Address City State Zip

in favor of Hancock County Port & Harbor Commission, 14054 Fred and Al Key Road, Kiln, MS 39556 as Obligee,
Name Address City State Zip

And covering a contract dated July 20, 20 22, for the construction of

Drainage Improvements
(Name Project and Describe)

Project No. RR2204

WHEREAS, under the provisions of Miss. Code Ann. § 27-65-21, as amended, the said Principal is required to and has furnished this bond guaranteeing payment of all taxes damages, interest and penalties which may accrue to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of entering into said contract.

NOW, THEREFORE, in addition to the obligations set forth in the attached bond, there is hereby imposed the additional obligation by the Rider that the Contractor shall promptly make payment when due all taxes, damages, interest and penalties which may accrue during that time to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of the execution of the aforesaid contract.

NOTWITHSTANDING the tax information and return confidentiality provisions contained within Miss Code Ann. § 27-65-1 et seq., § 27-67-1 et seq., 27-7-1 et seq., 27-13-1 et seq., 27-7-301 et seq., and 27-55-301 et seq., and amendments thereto, Principal hereby authorizes the Department of Revenue to release to Surety any information relating to any claim against said Surety made by the Department of Revenue which is covered by this bond.

SIGNED, SEALED AND DELIVERED, this 20th day of July, 20 22 .

Filed and Approved, this _____ day of _____, 20____.

COMMISSIONER: _____

PRINCIPAL: Continental Rails, Inc.

By: _____

Countersigned by:

Amanda Jean Charfauros
Attorney in Fact

Licensed Mississippi Agent

SURETY: FCCI Insurance Company

Amanda Jean Charfauros

Amanda Jean Charfauros/ Resident MS Agent / Fisher Brown Bottrell Insurance, Inc.
Type or Print Name of Agent

Telephone Number
601-960-8200

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jim A Armstrong; Jerry E Horner Jr; Jerry G Veazey Jr; Jason J Young; Brody Eric Buckley; Angela Bullie; Trina Cobb; Peggy L Jackson; Amanda Jean Charfauros; Stephen Wesley Price Jr; Hunter S Cox

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida Peggy Snow My Commission GG 283505 Expires 02/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida Peggy Snow My Commission GG 283505 Expires 02/27/2023

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 20th day of July, 2022

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

1-IONA-3592-NA-04, 7/2020

Attachment: Resolution# 20220808-02 Spreading Executed Contract with Continental Rails (11245 : Spreading HCPHC Consent Agenda Items

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	August 8, 2022
To:	Port & Harbor Commission
From:	Bridgette Jones, Executive Secretary
Subject:	RESOLUTION# 20220808-03
	MOTION TO SPREAD THE FULLY EXECUTED GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR AIP GRANT NO # 3-28-0005-040-2022 IN THE AMOUNT OF $300,000 TO REIMBURSE A PORTION OF THE LAND ACQUISITION COSTS OF THE AIRCRAFT PACKAGING HANGAR

ATTACHED:
Fully Executed Grant Agreement HSA-SOG-3-28-0005-040-2022 8.3.2022

Attachment: Resolution# 20220808-03 Spreading Executd FY22 AIP Grant Aircraft Packaging Hangar 3-28-0005-040-2022 (11245 : Spreading

Attachment: Resolution# 20220808-03 Spreading Executd FY22 AIP Grant Aircraft Packaging Hangar 3-28-0005-040-2022 (11245 : Spreading

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220808-03

MOTION TO SPREAD THE FULLY EXECUTED GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR AIP GRANT NO # 3-28-0005-040-2022 IN THE AMOUNT OF $300,000 TO REIMBURSE A PORTION OF THE LAND ACQUISITION COSTS OF THE AIRCRAFT PACKAGING HANGAR

WHEREAS, in FY 2021, it came for consideration by the Hancock County Port & Harbor Commission ("Commission") the potential to purchase from the Paulas Estate a 12,500 Square Foot Aircraft Packaging Hangar & approximately 2.0 acres (the "Property");

WHEREAS, by Resolution 20210809-05, the Property was purchased by the Commission and closing documents executed and recorded by Resolution 20211025-05;

WHEREAS, Staff applied for reimbursement of a portion of the appraised land value of the Aircraft Packaging Hangar in October 2021 with the Federal Aviation Administration through the Airport Improvement Program;

WHEREAS, Staff received a grant offer from the Federal Aviation Administration in the amount of $300,000;

WHEREAS, by Resolution 22020725-06, the Commission authorized Chief Executive Officer to Execute a Grant Agreement with the Federal Aviation Administration for AIP Grant No # 3-28-0005-040-2022 in the Amount of $300,000 to reimburse a portion of the land acquisition costs of the Aircraft Packaging Hangar

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby spreads on its minutes the fully executed Grant Agreement with the Federal Aviation Administration for AIP Grant No # 3-28-0005-040-2022 in the Amount of $300,000.

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

ATTACHED:
Fully Executed Grant Agreement HSA-SOG-3-28-0005-040-2022 8.3.2022

RESULT:	**CARRIED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Robert Martin, Treasurer
SECONDER:	Paula Jordan, Vice President
AYES:	Swanson, Ward, Casano, Jordan, Martin, Bennett, Necaise
EXCUSED:	David Holman

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Fully Executed Grant Agreement HSA-SOG-3-28-0005-040-2022 8.3.2022

Attachment: Resolution# 20220808-03 Spreading Executd FY22 AIP Grant Aircraft Packaging Hangar 3-28-0005-040-2022 (11245 : Spreading

U.S. Department of Transportation Federal Aviation Administration

Airports Division Southern Region Mississippi

Jackson Airports District Office: 100 West Cross St., Suite B Jackson, MS 39208-2307

June 30, 2022

Mr. William P. Cotter, Jr., C.M.
Chief Executive Officer
Hancock County Port and Harbor Commission
7250 Stennis Airport Drive
Kiln, MS 39556

Dear Chief Executive Officer:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-28-0005-040-2022 at Stennis International Airport is attached for execution (two hard copies). This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their signature to the appropriate certificate at the end of the agreement.
3. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their signature to the appropriate certificate at the end of the agreement.
4. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 30, 2022**.
5. We ask that you return one copy of the fully executed grant agreement to us by email (PDF). Additionally, please send a fully executed hard copy to our office and maintain a copy for your records.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

Attachment: Resolution# 20220808-03 Spreading Executd FY22 AIP Grant Aircraft Packaging Hangar 3-28-0005-040-2022 (11245 : Spreading

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Matthew Mims, (601) 664-9893, matthew.l.mims@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

William J. Schuller
Acting Manager, Jackson Airports District Office

CC:

Josh Stubbs, Mississippi Department of Transportation – Aeronautics
Tonya Ladner, Hancock County Port and Harbor Commission
Ellen Ceaser, Hancock County Port and Harbor Commission

Attachment: Resolution# 20220808-03 Spreading Executd FY22 AIP Grant Aircraft Packaging Hangar 3-28-0005-040-2022 (11245 : Spreading

Madeline Walker, Hancock County Port and Harbor Commission
Maureen Anderson, Hancock County Port and Harbor Commission
Chanse Watson, Stennis International Airport

Attachment: Resolution# 20220808-03 Spreading Executd FY22 AIP Grant Aircraft Packaging Hangar 3-28-0005-040-2022 (11245 : Spreading

Attachment: Resolution# 20220808-03 Spreading Executd FY22 AIP Grant Aircraft Packaging Hangar 3-28-0005-040-2022 (11245 : Spreading

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 30, 2022
Airport/Planning Area	Stennis International Airport
FY2022 AIP Grant Number	3-28-0005-040-2022
Unique Entity Identifier	WSA6Z8GF3Q26

TO: HANCOCK COUNTY, MISSISSIPPI
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 11, 2022, for a grant of Federal funds for a project at or associated with the Stennis International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Stennis International Airport (herein called the "Project") consisting of the following:

> Acquire Miscellaneous Land [partial parcel 11 as depicted on the Exhibit A dated April 2011 (parcel 8 as depicted on the draft Exhibit A/Airport Property Map dated July 2022), for future development (2± acres)]

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $300,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning
   $ 0 for airport development or noise program implementation; and,
   $ 300,000 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

Attachment: Resolution# 20220808-03 Spreading Executd FY22 AIP Grant Aircraft Packaging Hangar 3-28-0005-040-2022 (11245 : Spreading

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 30, 2022, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

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11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

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18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

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21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

    a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

        1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

        2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

        3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

    b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:

        1. Is determined to have violated a prohibition in paragraph (a) of this condition; or

        2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –

            a. Associated with performance under this Grant; or

            b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

    c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

    d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:

        1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

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2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 2011 (and draft Exhibit A/Airport Property Map dated July 2022), is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;
ii. Gross waste of Federal funds;
iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or
v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
v. A court or grand jury;
vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

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6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. **Update Approved Exhibit "A" Property Map for Land in Project.** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

27. **Future Development Land.** The Sponsor agrees to perform the airport development which requires this land acquisition within 20 years of this Grant Agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 20 years for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.

28. **Uniform Relocation Act.** The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs, as further required in accordance with Airport Sponsors Grant Assurance 35 and Non-Airport Sponsors Undertaking Noise Compatibility Program Projects Grant Assurance 21, as applicable.

29. **Land Acquisition.** The Sponsor agrees that no payments will be made on the Grant until the Sponsor has presented evidence to the FAA that it has recorded the Grant Agreement, including the Grant Assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the Grant Agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

ACKNOWLEDGEMENT

STATE OF Mississippi

COUNTY OF Rankin

On June 30, 2022 before me, a Notary Public, personally appeared William J. Schuller who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Tamera K. Cody
Signature of Notary

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 88218 TAMERA K. CODY Commission Expires Jan. 16, 2024 RANKIN COUNTY

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

William J. Schuller
(Acting Manager, Jackson Airports District Office)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated: 7/12/22

ACKNOWLEDGEMENT

STATE OF MS

COUNTY OF Hancock

On 7/12/22, before me, a Notary Public, personally appeared William P. Cotter, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that W. P. Cotter executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Signature of Notary

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 280204 ALLISON M. HESS Commission Expires Feb. 25, 2025 HANCOCK COUNTY

HANCOCK COUNTY, MISSISSIPPI

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: William P. Cotter

(Typed Name of Sponsor's Authorized Official)

Title: CEO / Executive Director

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, Gary Yarborough, Jr., acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at: 7/30/22

ACKNOWLEDGEMENT
STATE OF Mississippi
COUNTY OF Hancock
On July 30, 2022 before me, a Notary Public, personally appeared Gary Yarborough, Jr., who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Signature of Notary

By: _____
(Signature of Sponsor's Attorney)

VALERIE KILLEN FITTS
COMM. # 280603
NOTARY PUBLIC
COMMISSION EXPIRES 5-04-2025
HANCOCK COUNTY, STATE OF MISSISSIPPI

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

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1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

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k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

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2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

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9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

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States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

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d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

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h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

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revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

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2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

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sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or

   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

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to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"(**HANCOCK COUNTY, MISSISSIPPI**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

Attachment: Resolution# 20220808-03 Spreading Executd FY22 AIP Grant Aircraft Packaging Hangar 3-28-0005-040-2022 (11245 : Spreading

Attachment: Resolution# 20220808-03 Spreading Executd FY22 AIP Grant Aircraft Packaging Hangar 3-28-0005-040-2022 (11245 : Spreading

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of April 11, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Attachment: Resolution# 20220808-03 Spreading Executd FY22 AIP Grant Aircraft Packaging Hangar 3-28-0005-040-2022 (11245 : Spreading

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MISSISSIPPI'S HANCOCK COUNTY

STORMWATER PROGRAM STATUS
August 8, 2022

Attachment: Stormwater Program Status 8-8-22 (11159 : Presentation/Discussion from Digital Engineering regarding Project Status Report)

CURRENT PROJECTS

Project 2.03, Leetown Road – Hargrove
- Under construction, substantial completion 8/26/22
- Contractor to coordinate road paving with county.

Project 3.04, Kapalama Drive at Vic Faye Road – Neel-Schaffer
- NTP was issued 7/25/22, Contractor to start 8/01/22
- Substantial completion 10/19/22

Project 4.03, Texas Flat Road Subdivision & 5.07, Pontiac Drive – BMA
- Received 100% final plans
- Permits submitted and issued
- Pontiac Drive Easements
  - Working on getting 3 easements
- Texas Flat Easements
  - Working on getting 11 easements

Project 5.02, Crazy Horse Drive – Compton
- Received 90% plans
- Permits received 7/28/22
- Easements
  - Required easements have been identified, list has been sent to Attorney

Project 1.10, Bayside Park – BMA
- Working on design
- Ammendment to engineering contract on 8/15/22 board meeting for approval
- Compiling a list of parcels that may require easements
- Permit submittal pending final design

Lawrence Ladner Road – Overstreet
- Working on design, preliminary plans at 80%
- Plan submitted to Cypress 7/18/22 for permitting
- Right of Entry's need to be signed

Rotten Bayou Road – Neel-Schaffer
- Working on design, preliminary plans at 30%
- Permit submittal pending final design

Road 374 – Chiniche
- Working on design, preliminary plans at 50%
- Plans submitted to Cypress 8/04/22 for permitting
- Right of Entry's have been signed

digital engineering
DIGITAL ENGINEERING & IMAGING, INC.

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

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Biloxi, MS 39530
228-436-7612

3221 Market Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

July 20, 2022

Hancock County Board of Supervisors
c/o Mr. Michael Prine
Digital Engineering, Inc.

RE: Amendment No. 1 to the Agreement Between Owner & Engineer for Professional Services – Bayside Park Drainage improvements (Project # 1.10) Hancock County, MS

Ladies and Gentlemen:

For your consideration and approval, we have prepared and enclosed Amendment No. 1 to the above referenced agreement.

Additional services included in this amendment are necessary in order to provide geotechnical services to investigate subsurface soil conditions at four (4) ditch crossings for design of appropriate foundations for aluminum box culverts and bridges at Hancock Drive, Harrison Drive, Royal Oak Drive and Leake Street. These services will be provided by our sub-consultant, Burns Cooley & Dennis, Inc. and shall not exceed $29,792.00. Total revised professional services fee as a result of these additional services is $183,103.00.

Currently, plans are approximately 50% complete (preliminary set also enclosed); however, due to the need for these additional services, a delay in project design schedule will occur. Design of foundations for the bridges and aluminum box culverts at these locations cannot be completed until these services are provided and a geotechnical report / recommendations are received. Therefore, 100% design schedule will need to be revised until approximately September 2022.

Please review this amendment, and upon Board approval, please return one fully executed amendment to our office for our records.

As always, should you have any questions, please do not hesitate to contact me at (228) 864-7612.

Sincerely,

Dax Alexander

Dax Alexander, P.E.
President

Enclosures

Attachment: AMD#1 (GEOTECH - BAYSIDE PARK IMPRVTS) 7.2022 (11160 : Approve Amendment No. 1 regarding Bayside Park Drainage

BROWN, MITCHELL & ALEXANDER, INC.
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AMENDMENT NO. 1

To
Agreement between Owner and Engineer for Professional Services

between

Hancock County Board of Supervisors
&
Brown, Mitchell & Alexander, Inc.

BAYSIDE PARK DRAINAGE IMPROVEMENTS - PROJECT NO. 1.10

This Amendment is attached to, made a part of, and incorporated by reference into an Agreement made on the 7th day of February, 2022, between the Hancock County Board of Supervisors (Owner) and Brown, Mitchell & Alexander, Inc, (Engineer), providing for Professional Engineering Services relative to Bayside park Drainage Improvements - Project No. 1.10 ("Project"). Owner's Project scope and area remains the same as in the original agreement with a total estimated Project construction cost of approximately $1,025,590. Engineer's services under this Amendment are generally described as follows:

AMENDMENT NO. 1: To provide geotechnical services to investigate subsurface soil conditions at four (4) ditch crossings for design of appropriate foundations for aluminum box culvert and bridges at these locations – Hancock Drive, Harrison Drive, Royal Oak Drive and Leake Street.. These services shall be provided by our sub-consultant, Burns Cooley & Dennis, Inc. As a result of adding these services, the Agreement is amended or supplemented as follows:

C2.05 – COMPSENSATION FOR ADDITIONAL SERVICES - HOURLY

A. Owner shall pay Engineer for Additional Services as follows:

1. For services of Engineer's employees engaged directly on the Project, pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services of a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employee's times standard hourly rates for each applicable billing class for all Additional Services performed on the Project. Estimated fees are as follows:

ADD:	Geotechnical Services	$29,792.00
	Total – Additional Services Amendment No. 1	**$29,792.00**
Total Revised Fee as a result of this Amendment		**$183,103.00**

Attachment: AMD#1 (GEOTECH - BAYSIDE PARK IMPRVTS) 7.2022 (11160 : Approve Amendment No. 1 regarding Bayside Park Drainage

This AMENDMENT 1 is hereby made a part of and incorporated into the original Agreement, dated February 7, 2022, as though originally included therein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment, as of this ____ day of _____, 2022.

OWNER:
Hancock County Board of Supervisors

By: _____

Title: _____

ENGINEER:
Brown, Mitchell & Alexander, Inc.

Dax Alexander

Dax Alexander, P.E.
President

Attachment: AMD#1 (GEOTECH - BAYSIDE PARK IMPRVTS) 7.2022 (11160 : Approve Amendment No. 1 regarding Bayside Park Drainage

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July 20, 2022

Hancock County Board of Supervisors
c/o Mr. Michael Prine
Digital Engineering, Inc.

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As always, should you have any questions, please do not hesitate to contact me at (228) 864-7612.

Sincerely,

Dax Alexander

Dax Alexander, P.E.
President

Enclosures

Attachment: BMA - Amendment No. 1 - Bayside Park Drainage Imp - signed (11160 : Approve Amendment No. 1 regarding Bayside Park

BROWN, MITCHELL & ALEXANDER, INC.
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AMENDMENT NO. 1

To
Agreement between Owner and Engineer for Professional Services

between

Hancock County Board of Supervisors
&
Brown, Mitchell & Alexander, Inc.

BAYSIDE PARK DRAINAGE IMPROVEMENTS - PROJECT NO. 1.10

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ADD:	Geotechnical Services	$29,792.00
	Total – Additional Services Amendment No. 1	**$29,792.00**
Total Revised Fee as a result of this Amendment		**$183,103.00**

Attachment: BMA - Amendment No. 1 - Bayside Park Drainage Imp - signed (11160 : Approve Amendment No. 1 regarding Bayside Park

This AMENDMENT 1 is hereby made a part of and incorporated into the original Agreement, dated February 7, 2022, as though originally included therein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment, as of this 15 day of August, 2022.

OWNER:
Hancock County Board of Supervisors

By: Scott Adam

Title: Board President

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

ENGINEER:
Brown, Mitchell & Alexander, Inc.

Dax Alexander

Dax Alexander, P.E.
President

Attachment: BMA - Amendment No. 1 - Bayside Park Drainage Imp - signed (11160 : Approve Amendment No. 1 regarding Bayside Park

BAY ST. LOUIS ULMAN AVENUE
PUBLIC ACCESS RAMP
HANCOCK COUNTY, MISSISSIPPI

LOCATION MAP

★ DENOTES PROJECT LOCATION

VICINITY MAP
NTS

DETAILED INDEX

DESCRIPTION OF SHEET	SHEET DESIGNATION	SHEET NUMBER
COVER SHEET	GN-01	1
GENERAL NOTES	GN-02	2
GENERAL LEGEND AND ABBREVIATIONS	GN-03	3
EXISTING CONDITIONS	C-100	4
PLAN	C-200	5
SECTION	D-100	6
DETAILS	D-200	7
ELECTRICAL	D-300	8
CONCRETE PATH DETAIL	D-400	9
CONCRETE LANDING DETAIL	D-500	10

PREPARED FOR:

THE CITY OF BAY ST. LOUIS
MAYOR MICHAEL FAVRE

COUNCIL MEMBERS

GARY KNOBLOCK	COUNCIL AT LARGE
DOUG SEAL	WARD 1
GENE HOFFMAN	WARD 2
JEFFREY REED	WARD 3
KYLE LEWIS	WARD 4
BUDDY ZIMMERMAN	WARD 5
JOSH DESALVO	WARD 6

_____ DATE : _____

JASON P. CHINICHE, P.E.
MISSISSIPPI LICENSE NO. 19732

CHINICHE ENGINEERING & SURVEYING
ESTABLISHED 1971
407 Hwy. 90
Bay St. Louis, MS, 39520
Office - (228) 467-6755
Email - jason@jjc-eng.com
Website - www.jjc-eng.com

OWNER INFORMATION

THE CITY OF BAY ST. LOUIS
688 HWY 90
BAY ST. LOUIS, MISSISSIPPI 39520

SHEET TITLE

ULMAN AVENUE PEDESTRAIN ACCESS RAMP
TITLE SHEET

JASON P. CHINICHE
REGISTERED PROFESSIONAL
ENGINEER
PE 19732
STATE OF MISSISSIPPI

MARK	DATE	DESCRIPTION
-	–	–
-	–	–
-	–	–
-	–	–
-	–	–
-	–	–
-	–	–
ISSUE:		

PROJECT NO:	21-005
DATE:	4/6/2022
DRAWN BY:	JN
CHECKED BY:	JPC
SCALE:	NOTED

SHEET NUMBER
1

SHEET DESIGNATION
GN-01

Attachment: 21-005_ULMAN AVENUE RAMP-4-7-2022 (11229 : Approve Hancock Community Development Project's proposed ADA Ramp)

GENERAL NOTES

GENERAL NOTES

1. CONTRACTOR SHALL ADHERE TO ALL REGULATORY PERMITTING REQUIREMENTS.
2. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH APPROVED ENVIRONMENTAL PERMITS, US COAST GUARD, AND US COE REQUIREMENTS.
3. FOR DRIVEWAYS REQUIRING PAVEMENT REMOVAL, CONTRACTOR SHALL PLAN TO REMOVE PAVEMENT TO THE APPARENT RIGHT-OF-WAY AS SHOWN ON THE PLANS. IF AN EXISTING JOINT PROVIDES FOR A CLEANER CUT AND IS WITHIN THE RIGHT-OF-WAY, THE CONTRACTOR IS ALLOWED TO USE THIS JOINT AS A LIMIT FOR REMOVAL, IF PRE-APPROVED BY THE ENGINEER.
4. CONTRACTOR IS REQUIRED TO SAWCUT JAGGED EDGES OF ASPHALT PAVEMENT AND REPLACE WITH ASPHALT PATCH (INCLUDING STRIPING) TO PROVIDE A SMOOTH EDGE TO INSTALL ADJACENT SIDEWALK.
5. CONTRACTOR SHALL COORDINATE WITH HOMEOWNERS AND BUSINESS OWNERS PRIOR TO DISRUPTING OR INHIBITING ACCESS TO HOMEOWNERS PROPERTY DUE TO CONSTRUCTION ACTIVITIES.
6. CONTRACTOR SHALL CONNECT ALL NEW HDPE DRAIN PIPES TO EXISTING CULVERTS.
7. THERE WILL BE NO SEPARATE PAYMENT FOR STRUCTURAL EXCAVATION.
8. CONTRACTOR SHALL ABSORB COST OF TREE AND ROOT TRIMMING IN COST OF SIDEWALK. ANY TREES/ BUSHES OR PLANTS THAT SUSTAIN DAMAGE DUE TO CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
9. ALL ELEMENTS OF CONSTRUCTION SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, UNLESS NOTED OTHERWISE, AND SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
10. CONTRACTOR SHALL DISPOSE OFF-SITE ALL MISCELLANEOUS TRASH & DEBRIS FROM ALL AREAS WITHIN THE LIMITS OF WORK. ALL SUCH WORK AND DISPOSAL SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.
11. WHEN ANY SERVICES OR MATERIALS ARE REQUIRED TO COMPLETE THE PROJECT AND DO NOT HAVE A SEPARATE PAY ITEM LISTED, THE CONTRACTOR SHALL ACCEPT AND ABSORB ANY AND ALL COSTS INVOLVED TO COMPLETE THE PROJECT.
12. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CAN NOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION. CONTRACTOR MUST CALL IN MS811 LOCATES TO PHYSICALLY LOCATE AND VISUALLY VERIFY LOCATIONS OF ALL UTILITIES.
13. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.
14. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN THE UNDERCUT AREA AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
15. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BRACING, SHORING, OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE FACILITY, SHALL BE ABSORBED IN THE APPLICABLE PAY ITEMS.
16. THE CONTRACTOR SHALL RELOCATE ANY MAILBOXES NECESSARY TO COMPLETE THIS WORK. REMOVAL, STORAGE AND REPLACEMENT OF BOXES SHALL BE ABSORBED IN THE PRICE BID FOR REMOVAL OF OBSTRUCTIONS AND SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES & REQUIREMENTS.
17. CONTRACTOR SHALL NOT DEVIATE FROM SUBMITTED CONSTRUCTION SCHEDULE WITHOUT PRIOR WRITTEN APPROVAL FROM ENGINEER.
18. PAY ITEM 202-A, "REMOVAL OF OBSTRUCTIONS," - LUMP SUM SHALL INCLUDE THE REMOVAL OF ANY STRUCTURES AND OBSTRUCTION ENCOUNTERED ABOVE AND BELOW GRADE WHICH INTERFERE WITH THE CONSTRUCTION AS DIRECTED BY THE ENGINEER.
19. PAY ITEM 202-B, "REMOVAL OF PIPE 8" AND ABOVE," SHALL INCLUDE ALL ASSOCIATED COSTS OF THE PIPE REMOVAL, INCLUDING BUT NOT LIMITED TO, THE REMOVAL OF THE PIPE, END SECTIONS, FITTING, COLLARS, CONNECTORS, AND BACKFILL/COMPACTION OF THE VOID LEFT FROM THE REMOVAL.
20. IF IT IS NECESSARY TO HOLD ANY UTILITY POLES, THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY. ANY FEE OR CHARGE FOR THIS SERVICE SHALL BE COST ABSORBED BY THE CONTRACTOR.
21. CONTRACTOR SHALL ADHERE TO PRE-APPROVED MDOT SAMPLING AND TESTING PROPOSAL FOR TESTING INTERVALS. ANY DEVIATION FROM THE APPROVED PROPOSAL WHICH INCURS ADDITIONAL COST, SHALL BE PAID FOR BY CONTRACTOR.
22. ANY DEVIATION FROM CONTRACT DOCUMENTS WITHOUT PRIOR APPROVAL BY ENGINEER/OWNER, CONTRACTOR SHALL ASSUME ALL COSTS ASSOCIATED WITH DEVIATION.
23. GUARDRAIL TO BE ABSORBED IN OTHER PAY ITEMS.
24. BID PRICES SHALL INCLUDE SALES TAXES AND OTHER APPLICABLE TAXES AND FEES. QUANTITIES ARE ESTIMATED AND THERE SHALL BE NO INCREASE IN UNIT PRICE COST TO THE OWNER SHOULD AN INCREASE OR DECREASE IN QUANTITIES BE REQUIRED.
25. ALL MATERIAL/EQUIPMENT SHALL BE INSTALLED AS PER THE MANUFACTURER'S RECOMMENDATIONS.
26. CONTRACTOR SHALL PROVIDE PRE AND POST CONSTRUCTION VIDEO OF ENTIRE JOB SITE. TO ENGINEER PRIOR TO WORK COMMENCING AND PRIOR TO FINAL PAYMENT. COORDINATE WITH ENGINEER ON VIDEO FORMAT.
27. CONTRACTOR SHALL COORDINATE WITH CITY PERSONNEL ON ALL LOCAL EVENTS AND SHALL ADJUST SCHEDULE TO PROHIBIT INTERFERENCE DURING CONSTRUCTION ACTIVITIES.
28. ALL LOAD TICKETS/ DELIVERY TICKETS SHALL BE SIGNED BY CONTRACTOR AND INSPECTOR. NO DELIVERIES SHALL BE MADE WITHOUT PRIOR (24 HOUR) NOTICE TO INSPECTOR.
29. CONTRACTOR IS REQUIRED TO COORDINATE WITH HANCOCK COUNTY REGARDING PERMITTING INSPECTIONS AND APPROVED HAUL ROUTES.
30. 48 HOUR NOTICE IS REQUIRED FOR ALL TESTING. CONTRACTOR SHALL PROVIDE ALL TESTING FROM A PRE-APPROVED TESTING LAB AND SHALL HANDLE ALL COORDINATION WITH TESTING LAB BOTH EMERGENCY AND NON-EMERGENCY TESTING.
31. CONTRACTOR SHALL INSTALL REGULATED RAIN GAGE ON JOB SITE AND SHALL ALLOW ENGINEER ACCESS FOR MONITORING AT ALL TIMES.
32. ALL NEW WATER OR SEWER SERVICES SHALL REQUIRE CONTRACTOR TO VERIFY WITH CURRENT HOMEOWNER FOR PREFERRED LOCATION OF SERVICE PRIOR TO COMMENCEMENT OF WORK.
33. CONTRACTOR SHALL VERIFY LOCATION OF ROW. ALL WORK SHALL BE PERFORMED WITHIN THE ROW UNLESS OTHERWISE NOTED IN THE PLANS.
34. IF WORK IS REQUIRED ON PRIVATE PROPERTY, THE CONTRACTOR SHALL COORDINATE WITH THE PROPERTY OWNER FOR ACCESS PRIOR TO COMMENCING WORK AND SHALL PROVIDE WRITTEN AUTHORIZATION FROM THE PROPERTY OWNER TO THE ENGINEER FOR REVIEW.
35. CONTRACTOR SHALL GIVE PRIOR NOTICE TO THE RPR (MIN 24 HOURS) BEFORE ANY NEWLY INSTALLED OR EXPOSED ITEMS ARE BACKFILLED, COMPACTED, OR COVERED. FAILURE TO COMMUNICATE WITH THE RPR SHALL RESULT IN CONTRACTOR LIABILITY FOR ALL COSTS ASSOCIATED WITH RE-EXCAVATION OF WORK.
36. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL LANE AND ROAD CLOSURES WITH THE OWNER 48 HOURS PRIOR TO CLOSING.
37. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ENGINEER WITH A 48 HOUR NOTICE PRIOR TO CONDUCTING ALL HOLIDAY AND WEEKEND WORK.
38. CONTRACTOR REQUIRED TO VERIFY FIELD MEASUREMENTS AND MAKE ADJUSTMENTS PRIOR TO COMMENCEMENT OF FABRICATIONS AND COORDINATE ADJUSTMENTS WITH ENGINEER.
39. CONTRACTOR SHALL REPAIR ALL PROPERTY TO PRE-CONSTRUCT CONDITIONS OR BETTER.
40. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.

ROADWAY & CONCRETE WORK

1. FOR DRIVEWAYS REQUIRING PAVEMENT REMOVAL, CONTRACTOR SHALL PLAN TO REMOVE PAVEMENT TO THE APPARENT RIGHT-OF-WAY.
2. BASE AND PAVEMENT FOR STREET INTERSECTION AND LOCAL ROAD TURNOUTS SHALL MATCH THE PROPOSED ROADWAY. SEE TRANSITION DETAIL.
3. WHERE MILLING OF THE ROADWAY IS REQUIRED, THE CONTRACTOR SHALL PROVIDE OUTLETS IN THE EXISTING SHOULDERS AT SUFFICIENT INTERVALS TO PREVENT POOLING OR STANDING WATER ON THE MILLED SURFACE. ANY ASSOCIATED COST SHALL BE ABSORBED IN MILLING.
4. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT AT CONNECTIONS TO EXISTING PAVEMENT. CONTRACTOR SHALL HAVE SMOOTH TRANSITION FROM PAVEMENT TO UTILITIES.
5. ALL RADII ARE TO BE FIELD DETERMINED. RADII SHOWN ON THE PLANS ARE APPROXIMATE.
6. ALL CONCRETE SHALL BE CLASS "B", 3500 PSI UNLESS OTHERWISE NOTED. ALL EXPOSED CONCRETE EDGES SHALL BE ROUNDED 1". MATERIALS, PLACEMENT, AND CURING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
7. EXPANSION JOINTS & SEALANT SHALL CONFORM TO MDOT SPECIFICATIONS. IN LOCATIONS WHERE NEW CONCRETE IS CAST AGAINST EXISTNG CONCRETE OF MORE THAN 28 DAYS OF AGE, AN EXPANSION JOINT IS REQUIRED.

EARTHWORK

1. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC. SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE SPECIFICATIONS.
2. EXCAVATION FOR STRUCTURES SHALL BE ABSORBED IN THE APPLICABLE PAY ITEM.
3. 30% SHRINKAGE FACTOR USED IN THE EARTHWORK CALCULATIONS IS FOR DESIGN ESTIMATING PURPOSES ONLY.
4. VEGETATIVE MATERIAL WILL BE REMOVED PRIOR TO PLACEMENT OF GRANULAR MATERIAL. COST TO BE ABSORBED IN OTHER ITEMS.
5. PAY ITEM 203-A,"UNCLASSIFIED EXCAVATION - PER CUBIC YARD" SHALL CONSIST OF EXCAVATED MATERIALS THAT ARE SUITABLE FOR PLACEMENT IN OTHER FURNISHED PORTIONS OF THE PROJECT. PAYMENT FOR UNCLASSIFIED EXCAVATION SHALL INCLUDE THE EXCAVATION OF THE MATERIAL AND THE PROPER PLACEMENT OF THE MATERIAL. MATERIALS SUITABLE FOR PLACEMENT IN OTHER AREAS OF THE PROJECT SHALL BE STOCKPILED UNTIL THE MATERIAL IS NEEDED. SUITABLE MATERIALS THAT CAN BE USED IN OTHER AREAS OF THE PROJECT WILL NOT BE REMOVED AS EXCESS EXCAVATION. BORROW EXCAVATION WILL NOT BE ACCEPTED WHEN SUITABLE UNCLASSIFIED EXCAVATION IS AVAILABLE.
6. TOPSOIL STRIPPING, STOCKPILING, AND PLACING WILL BE PAID UNDER UNCLASSIFIED EXCAVATION AT THE TIME OF PLACEMENT.
7. PAY ITEM 203-G, "EXCESS EXCAVATION - PER CUBIC YARD" SHALL BE PAID FOR EXCAVATED MATERIAL THAT IS NOT SUITABLE FOR REUSE ON THE PROJECT SITE AND MUST BE REMOVED FROM THE PROJECT SITE. UNDERCUT AND EXCAVATION AT OR BELOW THE PLANNED EXCAVATION LIMIT THAT ARE UNSUITABLE FOR PLACEMENT WITHIN THE PROJECT SITE SHALL ALSO BE MEASURED AND PAID FOR AS EXCESS EXCAVATION.
8. WHERE DIRECTED TO PLACE RIP-RAP, THE RIP-RAP SHALL BE PLACED 18" DEEP AND THE TOP OF THE RIP-RAP SHALL BE FLUSH WITH THE SURROUNDING GRADE LEVEL. ALL COST ASSOCIATED WITH THE INSTALLATION OF THE RIP-RAP INCLUDING EXCAVATION AND BACKFILL SHALL BE INCLUDED IN THE UNIT PRICE BID FOR RIP-RAP.
9. BACK OF CURBS SHALL BE BACKFILLED TO TOP OF CURB ELEVATIONS.
10. CONTRACTOR REQUIRED TO SEPARATE AND STOCKPILE RE-USABLE MATERIAL.

DRAINAGE & UTILITIES

1. TOE WALLS ARE REQUIRED AT ALL UPSTREAM AND DOWNSTREAM FLARED END SECTIONS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
2. ALL PIPE JOINTS ARE TO BE WRAPPED IN TYPE V GEOTEXTILE FABRIC, 36" WIDTH. THE COST OF THE FABRIC SHALL BE ABSORBED IN THE UNIT PRICE BID FOR THE PIPE.
3. FLARED END SECTIONS (ALL SIZES) MAY BE FURNISHED WITH EITHER BELL & SPIGOT OR TONGUE & GROOVE JOINTS. PAYMENT SHALL BE MADE UNDER PAY ITEM ASSOCIATED W/PIPE SIZE.
4. EXISTING UTILITY APPURTENANCES SHALL BE ADJUSTED TO FINISHED GRADE IN ROADWAY AREAS OR ABOVE FINISHED GRADE OUTSIDE ROADWAY AREAS AS DIRECTED BY THE ENGINEER. PAYMENT SHALL BE MADE UNDER THE APPLICABLE UTILITY ADJUSTMENT PAY ITEM AND SHALL INCLUDE ALL LABOR, EQUIPMENT, AND MATERIALS NEEDED TO COMPLETE THE ADJUSTMENT.
5. PRIVATE UTILITY APPURTENANCE ADJUSTMENTS WILL BE DONE BY OTHERS. CONTRACTOR SHALL COORDINATE ADJUSTMENTS WITH THE PRIVATE UTILITY COMPANIES.
6. AT ALL LOCATIONS WHERE PIPE AND/OR FITTINGS COME IN CONTACT WITH CONCRETE, THE TWO MATERIALS SHALL BE SEPARATED BY 1/8" SHEET RUBBER.
7. EXISTING SANITARY SEWER MANHOLE TOPS, WATER VALVES/BOXES, METERS, OR OTHER RELATED APPURTENANCES SHALL BE ADJUSTED TO FINISH GRADE BY CONTRACTOR. PAYMENT PER APPURTENANCE SHALL INCLUDE ALL LABOR, EQUIPMENT, AND MATERIAL NEEDED FOR THE ADJUSTMENT.
8. ALL VARIES DIMENSIONS DEPEND DIRECTLY ON PIPE SIZE, THICKNESS AND DEPTH OF PIPE.
9. PIPE LENGTHS ARE MEASURED FROM INSIDE FACE OF BOX TO INSIDE FACE OF BOX.
10. ALL PIPES SHALL BE FLUSH WITH THE INTERIOR FACE OF THE BOX.
11. CONTRACTOR SHALL RECORD VIDEO ALL NEW STORM DRAIN LINES 42" AND SMALLER AND ALL NEW ARCH STORM DRAIN LINES 65"X40" AND SMALLER."IF REQUIRED BY THE ENGINEER." ALL PIPES SHALL BE FLUSHED CLEAN OF DEBRIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH VIDEOTAPING. ADDITIONAL VIDEO COVERAGE OF SUSPECT DISCREPANT AREAS SHALL BE PROVIDED THROUGH THE USE OF ROTATING CAMERA. DISCREPANCIES INCLUDE BUT ARE NOT LIMITED TO: PIPE JOINT SEPARATIONS OR ROLLED GASKETS, CRACKS OR BREAKS IN THE WALL OF THE PIPE, DEFORMATION OF THE PIPE WALL, PENETRATION OF THE WALL BY VEGETATION OF FOREIGN OBJECTS, OR EXCESSIVE DEBRIS. CONTRACTOR SHALL PROVIDE COLOR VIDEO INCLUDING LOCATION, DATE AND TIME, REFERENCE END POINTS OF PIPE INSPECTED AS IDENTIFIED ON DRAWINGS, NOTING THE DIRECTION OF INSPECTION. CONTRACTOR SHALL PROVIDE A WRITTEN REPORT IDENTIFYING LOCATION, LENGTH, SIZE OF ALL PIPE INSPECTED. THE REPORT SHALL IDENTIFY ALL AREAS WHERE THE INTEGRITY OF THE PIPE SYSTEM IS SUSPECT.
12. PICK-UP HOLES WILL NOT BE ALLOWED IN ANY PIPE. CONTRACTOR SHALL POUR CONCRETE INVERTS IN ALL DRAINAGE STRUCTURES AS DIRECTED BY THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. (COST ABSORBED IN 907-601-A, CLASS B STRUCTURAL CONCRETE.
13. NO IMPROVEMENT SHALL INTERFERE OR BLOCK DRAINAGE.
14. EXISTING FIRE HYDRANTS SHALL BE ADJUSTED AS REQUIRED TO PROVIDE 18" OF CLEARANCE BETWEEN THE NEW GRADE LEVEL AND THE BOTTOM OF THE PUMPER NOZZLE. ADJUSTMENT OR RELOCATION OF FIRE HYDRANTS SHALL INCLUDE ALL LABOR, EQUIPMENT, AND MATERIALS NEEDED AND SHALL BE PAID UNDER 907-265-F, "FIRE HYDRANT ASSEMBLY".
15. WATER MAINS FOUND TO CONFLICT WITH THE NEW CONSTRUCTION SHALL BE REROUTED ABOVE OR BELOW THE CONFLICT. REROUTING WATER MAIN, DISINFECTION, AND TESTING SHALL COMPLY WITH THE STATE OF MISSISSIPPI HEALTH DEPARTMENT REGULATIONS. REROUTING WATER MAINS SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY INCLUDING, BUT NOT LIMITED TO: PIPE FITTINGS, RESTRAINTS, EXCAVATION, BACKFILL, CONCRETE, GASKETS, HARDWARE, DISINFECTION, TESTING, AND REPORTING.
16. WATER AND SEWER SERVICES FOUND TO CONFLICT WITH THE NEW CONSTRUCTION SHALL BE REROUTED AS APPROVED BY THE ENGINEER. REROUTING WATER SERVICES, DISINFECTION, AND TESTING SHALL COMPLY WITH THE STATE OF MISSISSIPPI HEALTH DEPARTMENT REGULATIONS. REROUTING SERVICES SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY INCLUDING, BUT NOT LIMITED TO: PIPE FITTINGS, RESTRAINTS, EXCAVATION, BACKFILL, CONCRETE, GASKETS, HARDWARE, CLEAN OUTS, METER BOXES, DISINFECTION, TESTING, AND REPORTING.
17. ADJUSTMENT OF UTILITY APPURTENANCE, 613-D WILL BE USED FOR PAYMENT AS AUTHORIZED BY THE ENGINEER FOR ANY UTILITY APPURTENANCE NEEDING ADJUSTING TO FINISHED GRADE FOR WHICH A SEPARATE PAY ITEM IS NOT LISTED.
18. TOP ELEVATIONS OF INLETS AND BOXES ARE APPROXIMATE. FINAL GRADES SHALL BE FIELD DETERMINED.
19. PRE-CAST DRAINAGE STRUCTURES SHALL NOT BE ALLOWED FOR THIS PROJECT. ALL DRAINAGE STRUCTURES, INCLUDING INLETS AND JUNCTION BOXES SHALL BE CAST-IN-PLACE ON SITE OR PRE-FORMED PLASTIC.
20. PAYMENT FOR STEPS AND INSTALLATION OF STEPS IN DRAINAGE STRUCTURES SHALL BE INCLUDED IN PAY ITEM NO. 907-601-A. STEPS ARE REQUIRED IN ANY BOX DEEPER THAN 3'.
21. REPAIR TO EXISTING DRAINAGE STRUCTURES TO TIE IN NEW DRAINAGE LINES SHALL BE ABSORBED IN THE COST OF THE NEW PIPE.
22. RECONNECTING EXISTING PIPES TO NEW UTILITY STRUCTURES SHALL BE ABSORBED IN 907-601-A. THIS INCLUDES ANY DISCOVERED PIPES THAT NEED TO BE TIED IN.
23. EXISTING PRIVATE DRAIN LINES SHALL BE TIED INTO THE NEW SUBSURFACE DRAINAGE SYSTEM. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING PRIVATE DRAIN LINES. (COST ABSORBED IN THE PRICE BID FOR PIPE OR STRUCTURAL CONCRETE).
24. THE COST OF CONCRETE COLLARS WILL BE IN PAY ITEMS, COLLARS WITH REINFORCEMENTS WILL BE REQUIRED WHERE TYING NEW DRAINAGE PIPE TO EXISTING DRAINAGE PIPE, OR CONNECTION OF END TREATMENTS TO CUT ENDS OF PIPES, SUCH AS FLARED END SECTIONS.
25. THE AREA AROUND A NEW DRAINAGE INLET SHALL HAVE SOD PLACED 18" AROUND ALL SIDES OF IT.

DEWATERING NOTES

1. UTILIZE APPROPRIATE DEWATERING SYSTEMS AND TECHNIQUES TO MAINTAIN THE EXCAVATED AREA SUFFICIENTLY DRY FROM GROUNDWATER AND/ OR SURFACE RUNOFF SO AS NOT TO ADVERSELY AFFECT CONSTRUCTION PROCEDURES OR CAUSE EXCESSIVE DISTURBANCE OF UNDERLYING NATURAL GROUND.
2. PROVIDE AND STORE AUXILIARY DEWATERING EQUIPMENT ON SITE IN THE EVENT OF BREAKDOWN. PROVIDE NON-WOVEN FILTER FABRIC WHERE REQUIRED FOR UNDERDRAIN SYSTEM. THE NON-WOVEN FILTER FABRIC SHALL BE SPECIFICALLY DESIGNED FOR SUBSURFACE DRAINAGE APPLICATIONS.
3. WATER FROM TRENCHES AND EXCAVATIONS SHALL BE DISPOSED OF IN A MANNER AS TO AVOID PUBLIC NUISANCE, INJURY TO PUBLIC HEALTH OR THE ENVIRONMENT, OR DAMAGES TO PUBLIC OR PRIVATE PROPERTY, OR DAMAGE TO THE WORK COMPLETED OR IN PROGRESS. DO NOT DISCHARGE WATER INTO ANY SANITARY SEWER SYSTEM. SILTATION BARRIERS SHALL BE UTILIZED AS NECESSARY.
4. WATER FROM TRENCHES AND EXCAVATIONS SHALL NOT BE DISCHARGED DIRECTLY TO STORM DRAIN SYSTEM. PROPER TREATMENT TO A SEDIMENTATION AREA IS TO TAKE PLACE PRIOR TO DISCHARGE TO ANY DRAINAGE SYSTEMS.
5. THE CONTRACTOR SHALL REPAIR ANY DAMAGE RESULTING FROM THE FAILURE OF THE DEWATERING OPERATIONS OR FROM FAILURE TO MAINTAIN ALL THE AREAS OF WORK IN SUITABLE DRY CONDITION.

PERMANENT & TEMPORARY TRAFFIC CONTROL

1. ALL TRAFFIC CONTROL SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD). THE OWNER WILL HAVE THE AUTHORITY TO SUSPEND ALL WORK AND/OR WITHHOLD PAYMENTS FOR FAILURE OF THE CONTRACTOR TO MAINTAIN/FOLLOW PROPER TRAFFIC CONTROL.
2. ALL TEMPORARY TRAFFIC CONTROL DEVICES ON THIS PROJECT SHALL COMPLY WITH PART VI OF THE MUTCD (LATEST EDITION).
3. THE LOCATION AND SPACING OF SIGNS AS SHOWN ON THE TRAFFIC CONTROL PLANS ARE APPROXIMATE AND MAY BE ADJUSTED TO FIT FIELD CONDITIONS.
4. ALL SIGNS THAT CONFLICT WITH THE CONSTRUCTION OF THIS PROJECT SHALL BE COVERED/REMOVED AND RESET BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER. (THIS IS NOT A SEPARATE PAY ITEM). (ALL ASSOCIATED COST SHALL BE ABSORBED IN MAINTENANCE OF TRAFFIC.)
5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING, AND CONSTRUCTING THE FACILITY SHALL BE ABSORBED IN MAINTENANCE OF TRAFFIC.
6. REMOVAL OF RAISED PAVEMENT MARKERS. SHALL BE ABSORBED IN MAINTENANCE OF TRAFFIC.
7. EXISTING BLUE RAISED PAVEMENT MARKERS INDICATING THE LOCATION OF FIRE HYDRANTS SHALL BE REINSTALLED OR REPLACED ONCE FINAL ROADWAY SURFACE IS INSTALLED. ALL ASSOCIATED COSTS SHALL BE ABSORBED IN MAINTENANCE OF TRAFFIC.
8. REMOVAL OF OBJECT MARKERS SHALL BE ABSORBED IN MAINTENANCE OF TRAFFIC.
9. TEMPORARY STRIPING SHALL CONFORM TO FINISHED STRIPE SPECIFICATIONS FOR ALIGNMENT AND STRAIGHTNESS.
10. ORANGE FLUORESCENT SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGENDS AND BORDER ON WHITE BACKGROUND.
11. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.
12. ALL PLASTIC DRUMS SHALL HAVE A BALLASTING COLLAR MADE FROM RECYCLED TRUCK TIRES OR OTHER SUITABLE MATERIAL.
13. REMOVAL OF OBSOLETE SIGNAGE OR REMOVAL OF OLD SIGNS TO BE REPLACED SHALL BE COST ABSORBED IN THE COST OF MAINTENANCE OF TRAFFIC.
14. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.
15. ACCESS TO ALL BUSINESSES AND RESIDENCES WITHIN THE PROJECT LIMITS SHALL BE MAINTAINED BY THE CONTRACTOR AT ALL TIMES. (COST TO BE ABSORBED IN PAY ITEM NO. 618-A, MAINTENANCE OF TRAFFIC).

EROSION CONTROL

1. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U. S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.
2. TEMPORARY SEEDING IS REQUIRED FOR SOILS THAT REMAIN STOCKPILED OR ARE NOT SCHEDULED FOR ANY ACTIVITY FOR MORE THAN THIRTY (30) CALENDAR DAYS. AREAS SHALL BE SEEDED WITHIN SEVEN (7) DAYS OF DISTURBANCE. TEMPORARY SEEDING SHALL BE APPLIED IN ACCORDANCE WITH THE PLANTING SCHEDULE AND THE RATE OF APPLICATION/PLANTING PREPARATION OUTLINED IN THE MDEQ SEEDING CHART.
3. THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL MATERIALS AND PERFORM ALL WORK FOR THE PROPER INSTALLATION, MAINTENANCE AND REMOVAL OF TEMPORARY EROSION CONTROL MEASURE NECESSARY TO CONTROL SILTATION. IF THERE IS NO SEPARATE PAY ITEM FOR TEMPORARY EROSION CONTROL MEASURES, THE COST OF TEMPORARY EROSION CONTROL SHALL BE ABSORBED IN OTHER ITEMS BID.
4. THE OWNER HAS OBTAINED A STORM WATER PERMIT FOR CONSTRUCTION THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY. THE CONTRACTOR IS REQUIRED TO SIGN THE LARGE CONSTRUCTION NOTICE OF INTENT (LCNOI) AND COMPLY WITH THE REQUIREMENTS OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND PERMIT THROUGHOUT CONSTRUCTION. A COPY OF THE SWPPP AND PERMIT ARE AVAILABLE UPON REQUEST TO THE ENGINEER DURING BIDDING. THE CONTRACTOR WILL BE GIVEN A COPY OF THE SWPPP AND PERMIT AT THE PRECONSTRUCTION CONFERENCE. THE SWPPP AND PERMIT SHALL REMAIN ON-SITE AND BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES DURING THE ENTIRE CONSTRUCTION DURATION.
5. SILT FENCES SHALL BE INSTALLED AROUND ALL STOCKPILED MATERIALS.
6. ALL DISTURBED AREAS SHALL BE SEEDED OR SODDED IMMEDIATELY ONCE FINISHED GRADING IS COMPLETE IN AN AREA. SEEDING AND SODDING LOCATIONS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER TO MATCH EXISTING ADJACENT CONDITIONS.
7. NO ADDITIONAL PAYMENT WILL BE MADE FOR WATERING. WATERING SHALL BE DONE IN ACCORDANCE WITH THE PLANS AND SPECIFICATION. THE COST SHALL BE ABSORBED IN GRASSING. THE WATERING SCHEDULE SHOWN ON THE VEGETATION SCHEDULE SHALL BE ADHERED TO UNLESS APPROVED OTHERWISE BY THE ENGINEER OR AS DIRECTED OTHERWISE BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE VEGETATION THROUGHOUT THE LIFE OF THE PROJECT AND THROUGH THE MAINTENANCE PERIOD. THE CONTRACTOR SHALL NOT BE PAID FOR ANY ADDITIONAL WATERING REQUIRED ABOVE AND BEYOND WHAT IS REQUIRED IN THE VEGETATION SCHEDULE.
8. THE PLACEMENT OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPS) SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY'S DESIGN MANUAL FOR THE PLANNING AND CONTROL OF EROSION, SEDIMENT AND STORMWATER.
9. NATURAL VEGETATION SHALL BE MAINTAINED AND PROTECTED WHEREVER POSSIBLE.
10. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EROSION CONTROLS THROUGHOUT THE DURATION OF THE PROJECT.
11. TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL NOT BE REMOVED UNTIL PERMANENT EROSION CONTROLS (SUCH AS GRASSING) ARE ESTABLISHED.
12. ALL EQUIPMENT REPAIR AND MAINTENANCE SHALL BE DONE OFFSITE.
13. RECEPTACLES SHALL BE PROVIDED TO PROPERLY DISPOSE OF ALL TRASH AND WASTE. ALL CONSTRUCTION DEBRIS SHALL BE PICKED UP AT THE END OF EACH DAY AND SHALL BE REMOVED CO

GENERAL LEGEND AND ABBREVIATIONS

ABBREVIATIONS:

EL	ELEVATION
FL	FLOWLINE
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
CPP	CORRUGATED PLASTIC PIPE
AIF	ANGLE IRON FOUND
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
MNS	MAGNETIC NAIL SET
MNF	MAGNETIC NAIL FOUND
TOB	TOP OF BANK
TOD	TOP OF DITCH
EOA	EDGE OF ASPHALT
EOG	EDGE OF GRAVEL
IFP	IRON FENCE POST
TPF	"T" POST FOUND
IBF	IRON BAR FOUND
REF	REF
O/S	OFFSET
R/W	RIGHT-OF-WAY
BSL	BUILDING SETBACK LINES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
FFE	FINISHED FLOOR ELEVATION
(P)	PLAT OF RECORD
(D)	DEED OF RECORD
(R)	RECORD
R	RADIUS
RR	RAIL ROAD
O.C.	ON CENTER
TYP	TYPICAL
W/	WITH
W/O	WITH OUT
MECH.	MECHANICAL
QTY	QUANTITY
MIN.	MINIMUM
MISC.	MISCELLANOUS
HVAC	HEATING VENTILATING AIR CONDITIONING
F.P.	FIRE PROTECTION
E.W.	EACH WAY
CLR	CLEAR
T.O.B.	TOP OF BEAM
PC	PILE CAP
M.E.P.	MECHANICAL ELECTRICAL PLUMBING
DIA.	DIAMETER
EJ	EXPANSION JOINT
CMU	CONCRETE MASONRY UNIT
GA.	GAGE
HP	HEAT PUMP
T	TON

LINE TYPES:

	DRAINAGE SLOPE
W	PROPOSED WATER LINE
W	EXISTING WATER LINE
S	PROPOSED SEWER LINE
S	EXISITING SEWER LINE
GAS	PROPOSED GAS LINE
GAS	EXISTING GAS LINE
X	FENCE
	CULVERT
	DITCH BOTTOM
	DITCH TOP
TOB	TOP OF BANK
	CENTERLINE
OHE	OVERHEAD POWER
UGFO	UNDERGROUND FIBER OPTICS
	PROPERTY LINE
ROW	RIGHT-OF-WAY
EOA	EDGE OF ASPHALT
EOG	EDGE OF GRAVEL

SYMBOLS:

CMF	CONCRETE MONUMENTS FOUND
CMS	CONCRETE MONUMENTS SET
TBM	TEMPORARY BENCH MARK
CIRF	CAPPED 1/2" IRON ROD FOUND
CIRS	CAPPED 1/2" IRON ROD SET
	MAILBOX
	SIGN
GP	GRINDER PUMP
	TELEPHONE POLE
	POWER POLE
WM	WATER METER
GM	GAS METER
	WATER SHUT OFF
HB	HOSE BIB
WV	WATER VALVE
GV	GAS VALVE
ICV	IRRIGATION CONTROL VALVE
	GATE VALVE
	FIRE HYDRANT
D	DRAIN MAN HOLE
CO	SEWER CLEAN OUT
S	SANITARY SEWER MANHOLE
	DRAIN INLET

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OWNER INFORMATION

THE CITY OF BAY ST. LOUIS
688 HWY 90
BAY ST. LOUIS, MISSISSIPPI 39520

SHEET TITLE

ULMAN AVENUE PEDESTRIAN ACCESS RAMP
GENERAL NOTES

JASON P. CHINICHE
REGISTERED PROFESSIONAL
ENGINEER
PE 19732
STATE OF MISSISSIPPI

MARK	DATE	DESCRIPTION
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ISSUE:	
PROJECT NO:	21-005
DATE:	4/6/2022
DRAWN BY:	JN
CHECKED BY:	JPC
SCALE:	NTS

SHEET NUMBER
3

SHEET DESIGNATION
GN-02

Attachment: 21-005_ULMAN AVENUE RAMP-4-7-2022 (11229 : Approve Hancock Community Development Project's proposed ADA Ramp)

ROW
SIDEWALK
ULMAN AVENUE
EOA
N BEACH BOULEVARD
3/4" IRF
EXISTING BENCH TO BE REMOVED AND RELOCATED
FIRE PIT
0' 5' 10' 20' 30'
SCALE: 1:10'

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OWNER INFORMATION

THE CITY OF BAY ST. LOUIS
688 HWY 90
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SHEET TITLE

ULMAN AVENUE PEDESTRIAN ACCESS RAMP
EXISTING CONDITIONS

JASON P. CHINICHE
ENGINEER
PE 19732
STATE OF MISSISSIPPI

MARK	DATE	DESCRIPTION
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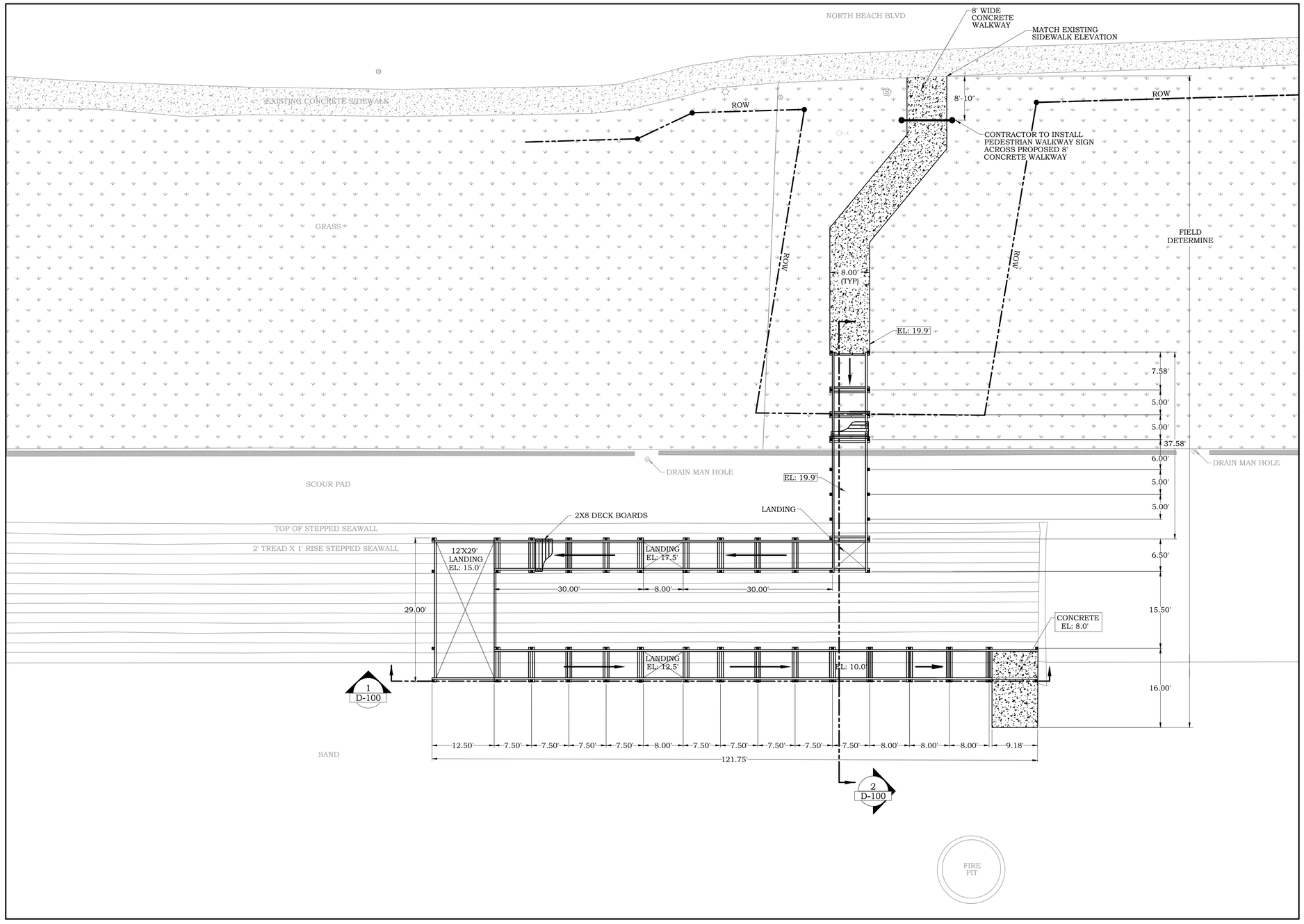
ISSUE:		
PROJECT NO:	21-005	
DATE:	4/6/2022	
DRAWN BY:	JN	
CHECKED BY:	JPC	
SCALE:	1"=10'	

SHEET NUMBER
4

SHEET DESIGNATION
C-100

Attachment: 21-005 ULMAN AVENUE RAMP-4-7-2022 (11229 : Approve Hancock Community Development Project's proposed ADA Ramp)



PEDESTRIAN ACCESS RAMP PLAN

0' 5' 10' 20' 30'

SCALE: 1:10'

NOTES:

1. SEE DRAWING C-300 FOR RAMP DETAILS.
2. CONTRACTOR TO LOCATE REBAR WITHIN EXISTING SEAWALL BEFORE DRILLING ANCHOR BOLTS FOR THE PEDESTRIAN ACCESS RAMP SUPPORTS, AVOIDING ANY INTERFERENCE WITH EXISTING REBAR. ADJUST BASE PLATE ANCHOR BOLTS LOCATION AS NEEDED.
3. ADA RAMP SPECIFICATIONS REQUIRE A MAXIMUM OF 1:12 RAMP SLOPE RATIO WHICH EQUALS 4.8 DEGREES SLOPE OR ONE FOOT OF WHEELCHAIR RAMP FOR EACH INCH OF RISE. ADA GUIDELINES REQUIRE A MINIMUM 5'x5' FLAT, UNOBSTRUCTED AREA AT THE TOP AND BOTTOM OF THE RAMP.
4. CONTRACTOR TO GENERALLY MATCH EXISTING PEDESTRIAN ACCESS RAMP AT DEMONTLUZIN AVE
5. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.
6. CONNECT NEW SIDEWALK TO EXISTING SIDEWALK WITH FLUSH TRANSITION.
7. HANDRAILS SHALL BE HOT DIPPED GALVANIZED PRIOR TO DELIVERY TO JOBSITE. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION. COLD GALVANIZED SPRAY OR FIELD WELDING SHALL NOT BE ALLOWED.

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OWNER INFORMATION

THE CITY OF BAY ST. LOUIS
688 HWY 90
BAY ST. LOUIS, MISSISSIPPI 39520

SHEET TITLE

ULMAN AVENUE PEDESTRIAN ACCESS RAMP
SITE PLAN

JASON P. CHINICHE
REGISTERED PROFESSIONAL
ENGINEER
PE 19732
STATE OF MISSISSIPPI

MARK	DATE	DESCRIPTION
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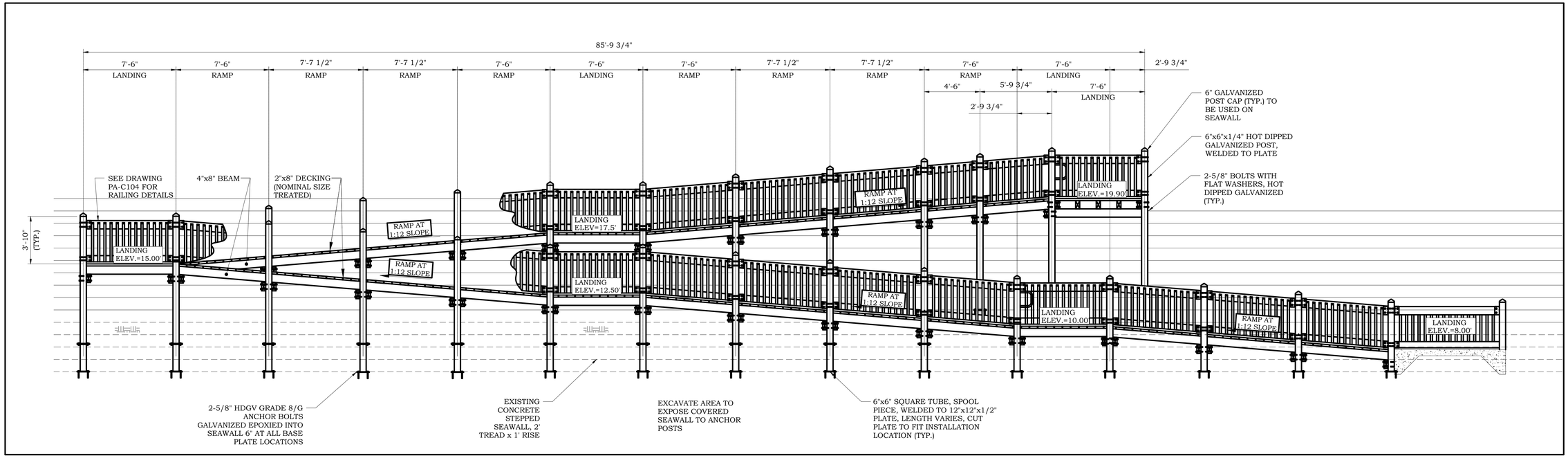
ISSUE:		

PROJECT NO:	21-005
DATE:	4/6/2022
DRAWN BY:	JN
CHECKED BY:	JPC
SCALE:	1"=10'

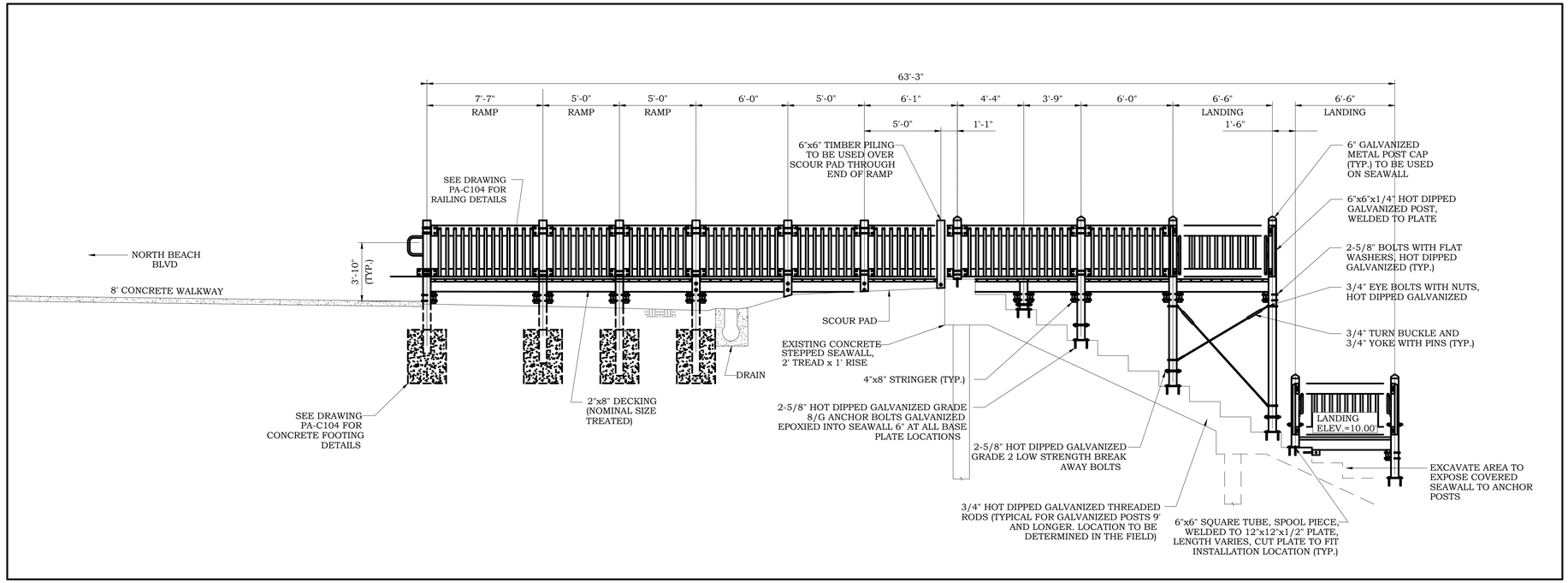
SHEET NUMBER
5

SHEET DESIGNATION
C-200

Attachment: 21-005_ULMAN AVENUE RAMP-4-7-2022 (11229 : Approve Hancock Community Development Project's proposed ADA Ramp)



1 / D-100 SECTION
SCALE: 1/4"=1'-0"



2 / D-100 SECTION
SCALE: 1/4"=1'-0"

NOTES:

1. SEE DRAWING C-300 FOR RAMP DETAILS.
2. CONTRACTOR TO LOCATE REBAR WITHIN EXISTING SEAWALL BEFORE DRILLING ANCHOR BOLTS FOR THE PEDESTRIAN ACCESS RAMP SUPPORTS, AVOIDING ANY INTERFERENCE WITH EXISTING REBAR. ADJUST BASE PLATE ANCHOR BOLTS LOCATION AS NEEDED.
3. ADA RAMP SPECIFICATIONS REQUIRE A MAXIMUM OF 1:12 RAMP SLOPE RATIO WHICH EQUALS 4.8 DEGREES SLOPE OR ONE FOOT OF WHEELCHAIR RAMP FOR EACH INCH OF RISE. ADA GUIDELINES REQUIRE A MINIMUM 5'x5' FLAT, UNOBSTRUCTED AREA AT THE TOP AND BOTTOM OF THE RAMP.
4. CONTRACTOR TO MATCH EXISTING PEDESTRIAN ACCESS RAMP. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.
5. IF SHIMS ARE NEEDED TO PLUMB GALVANIZED POSTS, CONTRACTOR TO USE HOT DIPPED GALVANIZED METAL.
6. ALL DECK BOARDS TO BE SECURED WITH 3 STAINLESS STEEL SCREWS IN EACH STRINGER.
7. ALL PLATES, ANGLE CLIPS, ETC. SHALL BE HOT DIPPED GALVANIZED PRIOR TO DELIVERY TO SITE. NO COLD GALVANIZING WILL BE ALLOWED.

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OWNER INFORMATION

THE CITY OF BAY ST. LOUIS
688 HWY 90
BAY ST. LOUIS, MISSISSIPPI 39520

SHEET TITLE

ULMAN AVENUE PEDESTRIAN ACCESS RAMP
SECTION

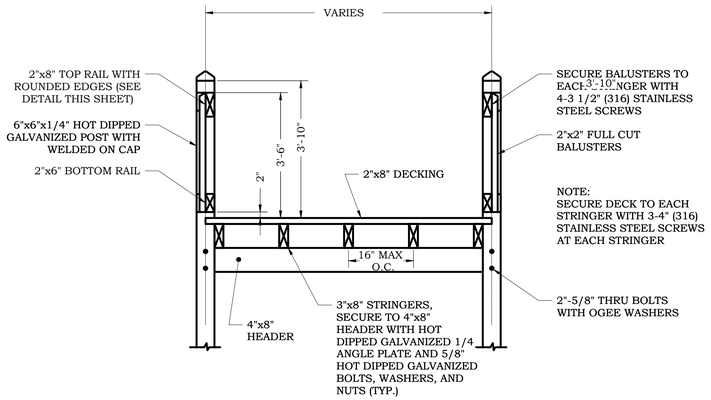
JASON P. CHINICHE REGISTERED PROFESSIONAL ENGINEER PE 19732 STATE OF MISSISSIPPI

MARK	DATE	DESCRIPTION
ISSUE:		
PROJECT NO:	21-005	
DATE:	4/6/2022	
DRAWN BY:	JN	
CHECKED BY:	JPC	
SCALE:	NOTED	

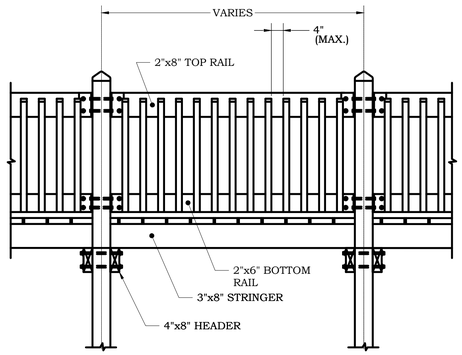
SHEET NUMBER
6

SHEET DESIGNATION
D-100

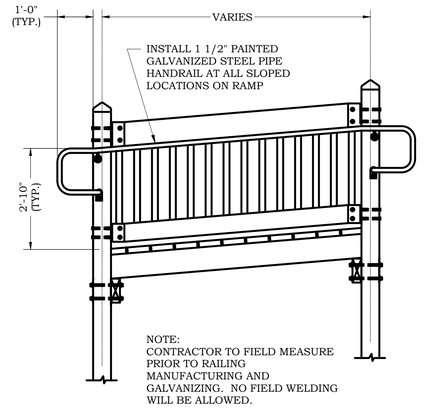
Attachment: 21-005_ULMAN AVENUE RAMP-4-7-2022 (11229 : Approve Hancock Community Development Project's proposed ADA Ramp)



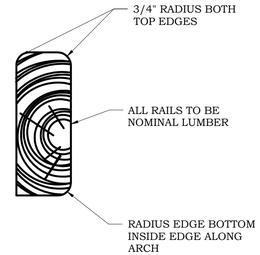
TYPICAL RAMP SECTION
SCALE: 1/2"=1'-0"



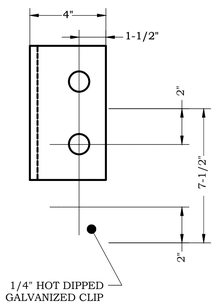
TYPICAL RAMP SIDE VIEW AND GUARDRAIL
SCALE: 1/2"=1'-0"



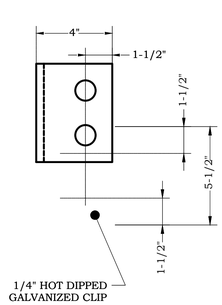
TYPICAL RAMP SIDE VIEW AND HANDRAIL
SCALE: 1/2"=1'-0"



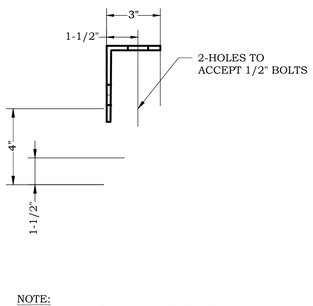
TYPICAL 2"X8" HANDRAIL SECTION (NOMINAL)
SCALE: 1"=3'-0"



TOP RAIL CLIP
SCALE: 3"=1'-0"

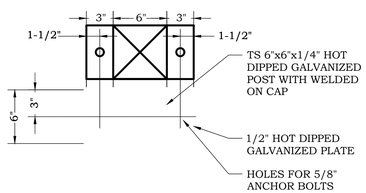


BOTTOM RAIL CLIP
SCALE: 3"=1'-0"

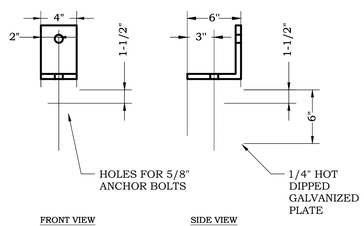


NOTE:
CLIPS SECURED TO TOP AND BOTTOM RAILS AND GALVANIZED POSTS WITH 5/8" GALVANIZED BOLTS WITH HEX HEADS AND WASHERS

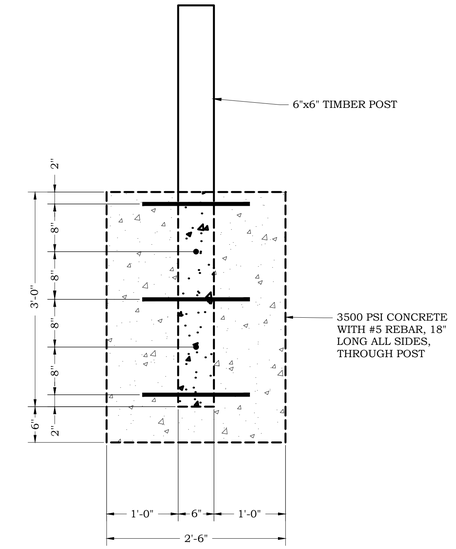
TOP VIEW BOTH CLIPS
SCALE: 3"=1'-0"



2-SIDED BASE AND BREAK AWAY PLATE
SCALE: 1-1/2"=1'-0"



CLIP DETAIL
SCALE: 1-1/2"=1'-0"



TYPICAL TIMBER POST WITH CONCRETE FOOTING
SCALE: 1"=1'-0"

NOTES:

1. CONTRACTOR TO MATCH EXISTING PEDESTRIAN ACCESS RAMP.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.
3. ALL BOLT HOLES ABOVE THE SHEAR PLATE SHALL BE DRILLED IN THE FIELD AND TWO COATS OF COLD GALVANIZED PAINTED ON EXPOSED STEEL.
4. ALL SHEAR PLATES AND BASE PLATES SHALL BE WELDED ON PRIOR TO HOT DIPPED GALVANIZING.
5. ALL COLUMNS SHALL HAVE BREAKAWAY PLATES AS SHOWN.
6. COLUMN BASE PLATES SHALL BE LOCATED A MINIMUM OF 4" FROM FACE OF CONCRETE STEP.
7. ALL ANGLE CLIPS CONNECTED TO CONCRETE SEAWALL SHALL INCLUDE LOW STRENGTH HDGV GRADE 2 BREAKAWAY BOLTS.
8. WHERE POSSIBLE, BREAK AWAY PLATES SHALL BE POSITIONED TO NOT PROTRUDE INTO WALKING PATH.
9. BREAKAWAY PLATES MAYBE SHOWN ROTATED FOR CLARITY.
10. CONTRACTOR TO VERIFY LOCATION OF SEAWALL STEP REINFORCEMENTS PRIOR TO DRILLING FOR ANCHOR BOLTS. ANY CONFLICTS SHALL REQUIRE ADJUSTMENTS TO ANCHOR BOLT LOCATIONS.
11. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.

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OWNER INFORMATION

THE CITY OF BAY ST. LOUIS
688 HWY 90
BAY ST. LOUIS, MISSISSIPPI 39520

SHEET TITLE

ULMAN AVENUE PEDESTRIAN ACCESS RAMP
DETAILS

JASON P. CHINICHE
REGISTERED PROFESSIONAL
ENGINEER
PE 19732
STATE OF MISSISSIPPI

MARK	DATE	DESCRIPTION
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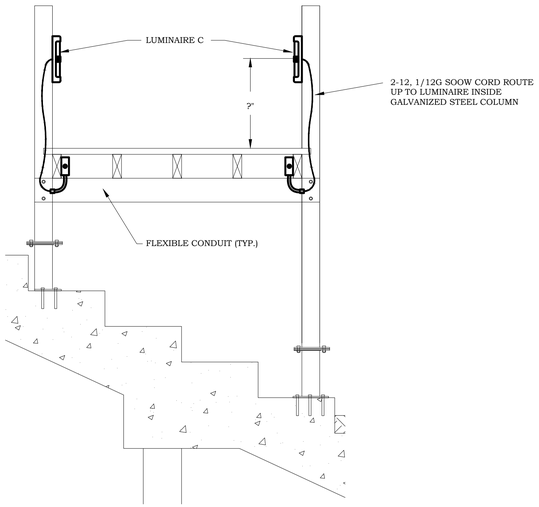
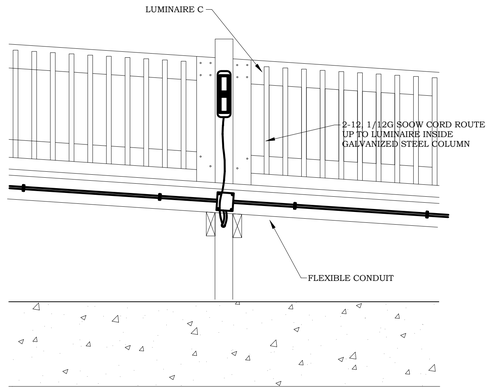
ISSUE:		
PROJECT NO:	21-005	
DATE:	4/6/2022	
DRAWN BY:	JN	
CHECKED BY:	JPC	
SCALE:	NOTED	

SHEET NUMBER
7

SHEET DESIGNATION
D-200

Attachment: 21-005_ULMAN AVENUE RAMP-4-7-2022 (11229 : Approve Hancock Community Development Project's proposed ADA Ramp)

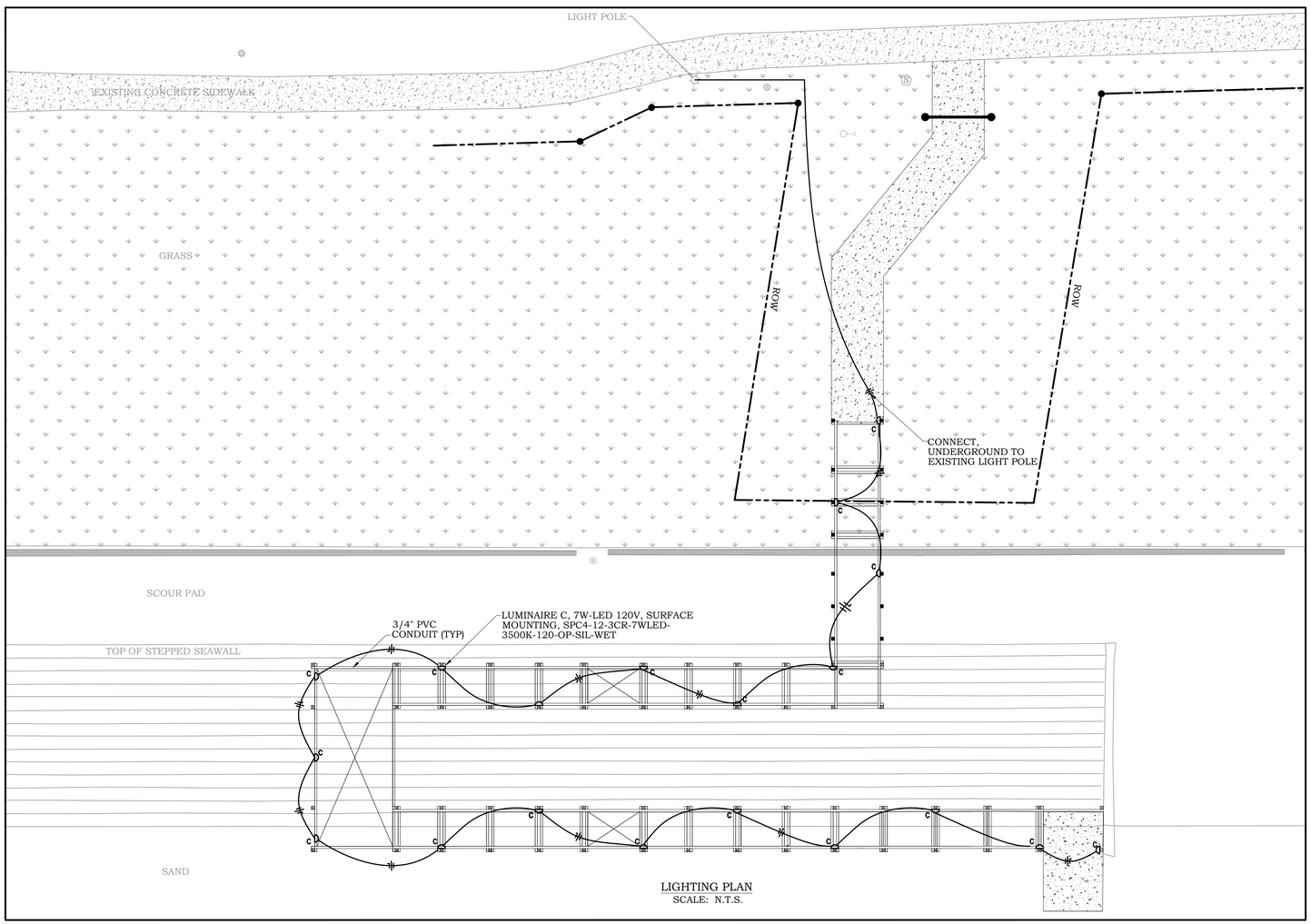




TYPICAL LUMINAIRE DETAILS
SCALE: 1/2" =1'

LUMINAIRE NOTES:

1. PIER AND RAMP STRUCTURES ARE SHOWN FOR REFERENCE ONLY VERIFY PIER AND RAMP STRUCTURE PRIOR TO INSTALLING CONDUIT REFER TO CIVIL AND STRUCTURAL PLANS.
2. PROVIDE MARINE GRADE SEALANT AROUND LUMINAIRE HOUSING AT CONCRETE SEALANT SHALL BE EQUAL TO 3M 5200-CLEAR.
3. FASTEN CONDUITS TO STRUCTURE 4' O.C. WITH STAINLESS STEEL STRAPS/STRUT FOR SUPPORT.
4. FASTEN LUMINAIRES TO PILE WITH STAINLESS STEEL SCREWS. FOR CONCRETE PILES, DRILL AND PROVIDE INSERT ANCHORS FOR SCREWS. DRILL LUMINAIRE BACKPLATE AS REQUIRED. DO NOT DAMAGE GASKET.
5. PVC JUNCTION BOX WITH GASKETED COVERPLATE SIZE AS REQUIRED.
6. MAKE WATAERTIGHT SPLICE IN JUNCTION BOX TAPPING CONDUCTORS WITH 2-10, 1-10G TO MAKE CONNECTION TO LUMINAIRE.
7. DRILL GALVANIZED STEEL POST TO ALLOW PASSAGE OF SOOW CORD AT FIXTURE LOCATION. PAINT STEEL AT DRILLED HOLE WITH FLAT GRAY COLD GALVANIZING ZINC RICH PRIMER. INSTALL NYLON GROMMET IN HOLE TO PROTECT CORD.
8. MAKE CONNECTIONS INSIDE FIXTURE HOUSING. INSTALL STRAIN RELIEF CABLE CLAMP ON SOOW CORD INSIDE FIXTURE HOUSING.
9. DRILL GALVANIZED STEEL POST TO ALLOW INSTALLATION OF CONDUIT TERMINATION FITTING. PAINT STEEL AT DRILLED HOLE WITH FLAT GRAY COLD GALVANIZING ZINC RICH PRIMER.
10. ANY FIELD PAINTING/GALVANIZING SHALL BE LIMITED TO AREA REQUIRING COATING. OVERSPRAY SHALL BE CLEANED IMMEDIATELY. SPLOTCHY OR DISTORTED PAINTED AREAS WILL NOT BE ALLOWED.
11. ALL FIELD COATINGS SHALL BE PERFORMED IN ACCORDANCE WITH MANUFACTURERS CERTIFICATIONS.
12. CONNECT NEW RAMP CONDUCTOR TO EXISTING LIGHT POLE NEAR SIDEWALK. TUNNEL BELOW SIDEWALK FOR ACCESS TO LIGHT POLE BASE.
13. ALL CONNECTIONS SHALL BE WATER TIGHT.



LIGHTING PLAN
SCALE: N.T.S.

NOTES:

1. CONTRACTOR TO MATCH EXISTING PEDESTRIAN ACCESS RAMP.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.

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OWNER INFORMATION

THE CITY OF BAY ST. LOUIS
688 HWY 90
BAY ST. LOUIS, MISSISSIPPI 39520

SHEET TITLE

ULMAN AVENUE PEDESTRIAN ACCESS RAMP
ELECTRICAL

JASON P. CHINICHE
REGISTERED PROFESSIONAL
ENGINEER
PE 19732
STATE OF MISSISSIPPI

MARK	DATE	DESCRIPTION
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ISSUE:		

PROJECT NO:	21-005
DATE:	4/6/2022
DRAWN BY:	JN
CHECKED BY:	JPC
SCALE:	NOTED

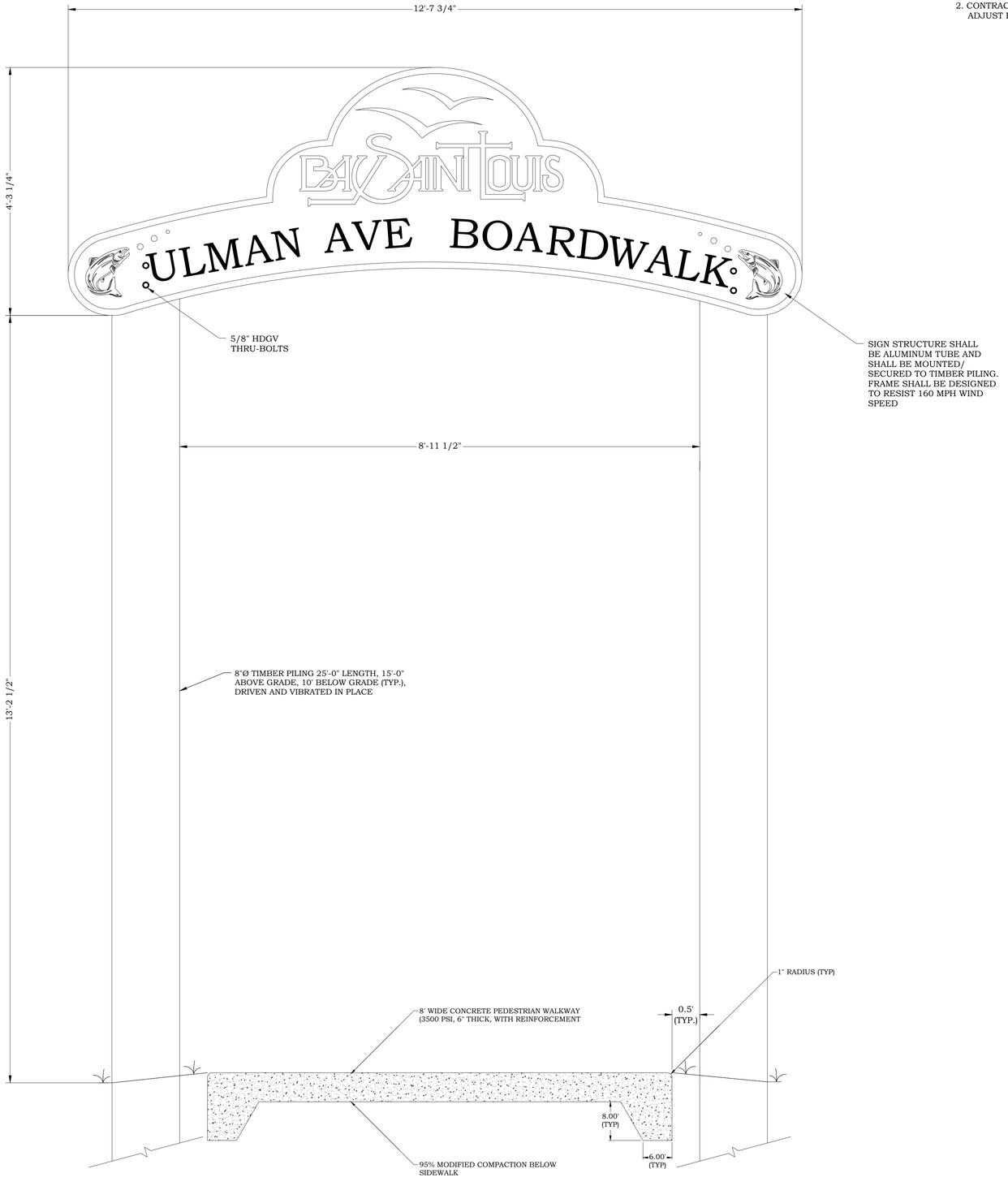
SHEET NUMBER
8

SHEET DESIGNATION
D-300

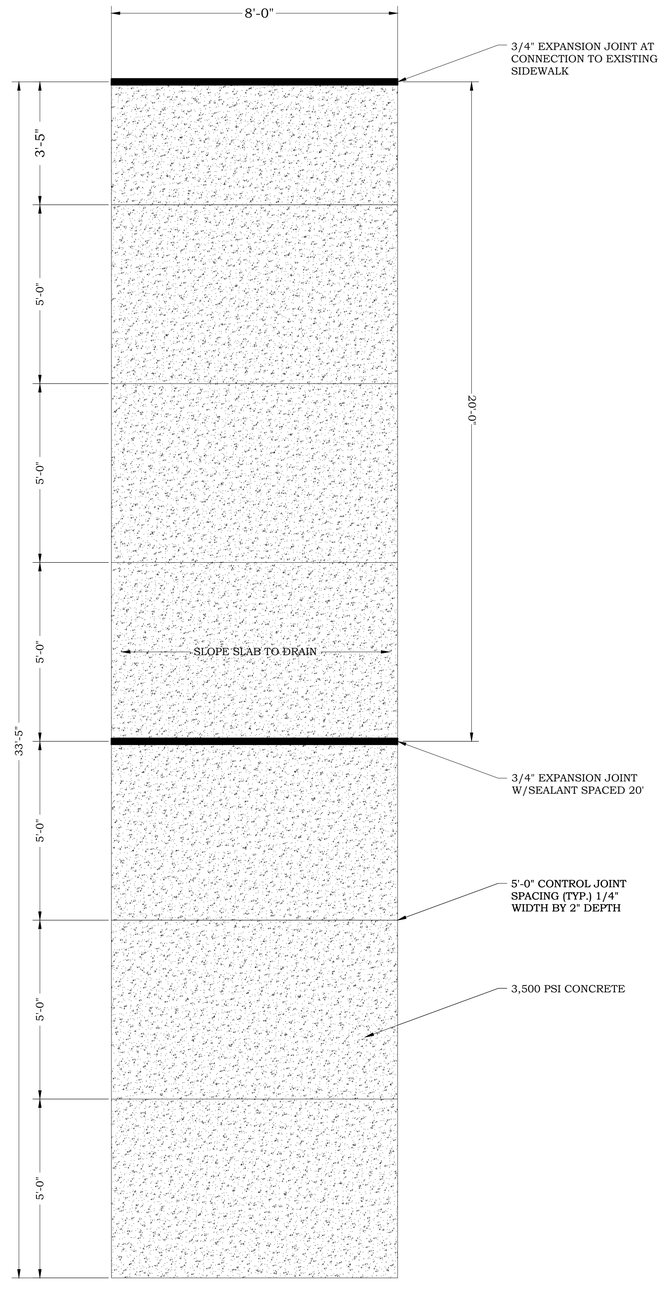
Attachment: 21-005_ULMAN AVENUE RAMP-4-7-2022 (11229 : Approve Hancock Community Development Project's proposed ADA Ramp)

NOTES:

1. MATCH BAY SAINT LOUIS MUNICIPAL HARBOR SIGN AT EXISTING PEDESTRIAN WALKWAY.
2. CONTRACTOR SHALL CONTACT MS 811 PRIOR TO INSTALLING TIMBER SIGN POSTS AND ADJUST PILING LOCATIONS AS NEEDED.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.
4. ALL EXPANSION JOINTS TO BE SEALED WITH ELASTOMERIC JOINT FILLER SUITABLE FOR LONG TERM SUN EXPOSURE.



ENTRANCE SIGN DETAIL
SCALE: 1"=1'-0"



WALKWAY JOINT PATTERN DETAIL
SCALE: 1/2"=1'-0"

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BAY ST. LOUIS, MISSISSIPPI 39520

SHEET TITLE

ULMAN AVENUE PEDESTRIAN ACCESS RAMP
SIGN AND CONCRETE WALKWAY DETAIL

JASON P. CHINICHE
REGISTERED PROFESSIONAL
ENGINEER
PE 19732
STATE OF MISSISSIPPI

MARK	DATE	DESCRIPTION
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ISSUE:

PROJECT NO:	21-005
DATE:	4/6/2022
DRAWN BY:	JN
CHECKED BY:	JPC
SCALE:	1/2"=1'

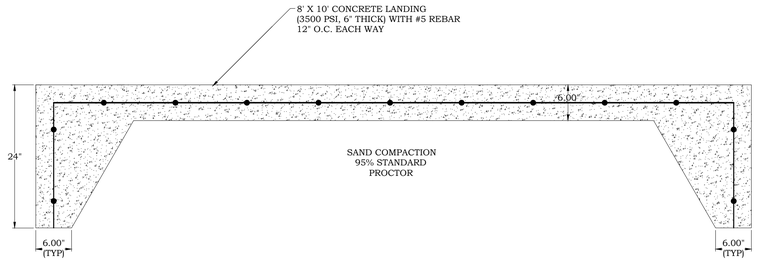
SHEET NUMBER
9

SHEET DESIGNATION
D-400

Attachment: 21-005_ULMAN AVENUE RAMP-4-7-2022 (11229 : Approve Hancock Community Development Project's proposed ADA Ramp)

NOTES:

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.
2. ALL EXPANSION JOINTS TO BE SEALED WITH ELASTOMERIC JOINT FILLER SUITABLE FOR LONG TERM SUN EXPOSURE.
3. ALL STEEL SHALL BE IN PLACE AND TIED PRIOR TO PLACEMENT OF CONCRETE.
4. CONCRETE BRICKS REQUIRED FOR REBAR SUPPORT. BRICKS SHALL MATCH CONCRETE STRENGTH AND PLACED 3' O.C. EACH WAY.



CONCRETE LANDING

SCALE: 1"=1'-0"

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OWNER INFORMATION

THE CITY OF BAY ST. LOUIS
688 HWY 90
BAY ST. LOUIS, MISSISSIPPI 39520

SHEET TITLE

ULMAN AVENUE PEDESTRIAN ACCESS RAMP
CONCRETE LANDING

JASON P. CHINICHE
REGISTERED PROFESSIONAL
ENGINEER
PE 19732
STATE OF MISSISSIPPI

MARK	DATE	DESCRIPTION
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ISSUE:		
PROJECT NO:	21-005	
DATE:	4/6/2022	
DRAWN BY:	JN	
CHECKED BY:	JPC	
SCALE:	1/2"=1'	

SHEET NUMBER
10

SHEET DESIGNATION
D-500

Attachment: 21-005_ULMAN AVENUE RAMP-4-7-2022 (11229 : Approve Hancock Community Development Project's proposed ADA Ramp)

Attachment: Bay StL Boardwalk 408_Summary of Findings (11229 : Approve Hancock Community Development Project's proposed ADA Ramp)

SUMMARY OF FINDINGS

CESAM-PM-C

SUBJECT: 33 USC §408 Review, The City of Bay St Louis, Mississippi has requested to construct a new ADA boardwalk upon and attached to the Downtown Bay St Louis Seawall Hurricane and Storm Damage Reduction Project.

1. Purpose.

a. Problem. The City of Bay St Louis, Mississippi has requested to construct a new ADA Boardwalk upon the stepped surface of the federally-constructed Downtown Bay St Louis Seawall Hurricane and Storm Damage Reduction Project (Bay St Louis Seawall Project). Construction of the proposed project will alter the profile and static load of the Federal project. Additionally, footer bolts for the boardwalk will be imbedded in the stepped surface of the seawall. In accordance with the project authorization, the non-federal sponsor is responsible for all Operations and Maintenance (O&M) activities. These activities are managed by the Hancock County Roads Maintenance Department and a letter of concurrence from them is included in this review package.

b. Recommendation. The USACE technical staff has evaluated the ADA Boardwalk plans and specifications and recommends 33 USC §408 permission be granted since the proposed project, as designed, would not adversely impact the function of the Bay St Louis Seawall and would not hinder proper maintenance of the seawall by the Hancock County Roads Maintenance Department.

2. Background/Facts.

a. The Bay St. Louis Seawall Project was authorized by Public Law 110-28, May 25, 2007, the U.S. TROOP READINESS, VETERANS' CARE, KATRINA RECOVERY, AND IRAQ ACCOUNTABILITY APPROPRIATIONS ACT, 2007. The project to replace the existing damaged and severely compromised seawall was constructed at a cost of $19,949,000 and upon completion in August 2015 was entered into the Federal Inspection of Completed Works (ICW) program. The seawall is maintained locally by the Hancock County Roads Maintenance Department.

b. The Bay St Louis Seawall Project rests on the shore of St Louis Bay and is located seaward of the previous seawall and other shoreline protection elements. The project extends approximately 6,240 feet southward from US Highway 90. Of this length, approximately 5,600 feet is a stepped concrete seawall founded on concrete piles with a vinyl sheet pile cutoff at the toe. Each step has a two-foot rise. Also, approximately 510 feet of the Bay St Louis Seawall Project's length is a concrete tee wall with a vinyl sheet pile cutoff at the toe. The remainder of the project's length is a

vinyl sheet pile wall with a concrete cap. The toe, base elevation, of the seawall is typically el. 3.0 feet. The top elevation of the seawall sections approximate the elevation of the North Beach Boulevard roadway and ranges from an elevation 8.5 feet to elevation 22.5 feet (el. 22.5) North American Vertical Datum of 1988 (NAVD 88) to reduce the frequency of road, utilities, and real property damage landward of the seawall.

c. The Section 408 request package includes plans and specifications detailing the placement site of the proposed ADA Boardwalk upon the seawall at the northern edge of the downtown district of Bay St Louis. The proposed project will construct a continuous system of inclined ramps and level transition platforms that will traverse the face of the stepped seawall in a zig-zag pattern. The walking surface of the Boardwalk will consist of wooden planking that is supported by metal framing. The metal framing will be anchored to the upper surface of the seawall steps. A boardwalk of similar design exists a few hundred yards to the south of the proposed site, within the downtown district.

d. According to Engineering Circular (EC) 1165-2-216, the USACE must evaluate requests by private, public, tribal, or other Federal entities, to make alterations to, or temporarily or permanently occupy or use, any USACE federally-authorized civil works projects. The USACE must ensure alterations are not injurious to the public interest or affect the project's ability to meet its authorized purpose.

e. The Agency Technical Review Team that evaluated this request consisted of: Juan Ortiz, John Bass and Caree Kovacevich. Tom Smith of the Mobile District Coastal Resiliency Program Office served as the Section 408 Coordinator.

f. According to EC 1165-2-216, section 6.t., this request can be approved by the District Commander.

g. This review process complies with USACE policy.

3. Discussion.

a. Alternatives:

(1) Grant the 33 USC §408 permission for construction of a new ADA Boardwalk adjacent to the surface of the Bay St Louis Seawall project.

(2) Deny the 33 USC §408 permission for construction of a new ADA Boardwalk adjacent to the surface of the Bay St Louis Seawall project.

Attachment: Bay StL Boardwalk 408_Summary of Findings (11229 : Approve Hancock Community Development Project's proposed ADA Ramp)

b. Analysis:

(1) Engineering: The proposed project includes the construction of a new ADA Boardwalk upon the stepped surface of the federally constructed Bay St Louis Seawall Project. The seawall provides storm risk management for the city of Bay St Louis, Mississippi.

(a) The City of Bay St Louis in partnership with the Hancock County Roads Maintenance Department will continue to maintain the Bay St Louis Seawall Project with the proposed ADA boardwalk project in place.

(b) The proposed design was reviewed using Dr. Checks. The structural and geotechnical aspects of the project were reviewed successfully with comments from the USACE PDT and suitable responses from the City's engineer. The ATR certification was signed on September 24, 2018.

(c) As-Built construction drawings are required of the Requester for Mobile District permanent record within 180 days of construction completion. Electronic copy will suffice for this office and should be submitted to John Bass, EN-GG. Post-construction closeout requires an on-site inspection of the completed alteration by USACE personnel.

(2) Environmental Review: This Section 408 evaluation has concluded that the proposed action would not significantly alter the Bay St Louis Seawall Project nor adversely impact the environment. After project implementation, the Federal project would continue to function. Additionally, the proposed project footprint is contained within the footprint of the existing Bay St Louis Seawall Project concrete structure. Impacts are considered to be minimal. Hence, the proposed structure is compatible with the Programmatic Environment Assessment entitled, "*Low-Impact Alterations to USACE Federally Authorized Civil Works Projects Conducted by Non-Federal Sponsors or Independent Requestors"*. The related memo of compliance was signed on February 19, 2019.

4. Conclusions. Based on the above information, the proposed ADA boardwalk construction would have no impact on the Federal project's authorized function and ability to complete its authorized purpose and would not be injurious to the public interest.

5. Resource Impact.

a. The City of Bay St Louis shall develop and provide additional language and as-built drawings as necessary for the USACE to append to the existing O&M manual and to include in the Bay St Louis Seawall Project file.

b. There will be no impacts to any project partnership agreements by this project.

c. The environmental impacts expected from construction are addressed in the FONSI.

d. The Requester is responsible for notifying the Section 408 Coordinator prior to the construction in order to arrange for a site inspection by the USACE during and/or after construction of project features subject to Section 408 permission.

6. Recommendation. The USACE, Mobile District technical staff evaluated the project proponent's proposed construction of an ADA boardwalk and recommends 33 USC §408 permission be granted since it does not impair the usefulness of the Bay St Louis Seawall Project and is not injurious to the public interest.

TRAWICK.EUBIE.D.JR.1230023871

Digitally signed by TRAWICK.EUBIE.D.JR.1230023871
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Date: 2019.03.18 16:25:16 -05'00'

Encls

E. Dean Trawick
Project Manager, Section 408 Coordinator

Approve _____

Disapprove _____

See Me _____

Sebastien P. Joly
Colonel, U.S. Army
District Commander

Attachment: Bay StL Boardwalk 408_Summary of Findings (11229 : Approve Hancock Community Development Project's proposed ADA Ramp)

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT
P.O. BOX 2288
MOBILE, AL 36628-0001

April 5, 2022

The Honorable Mike Favre
Mayor, City of Bay St. Louis
688 U.S. 90
Bay St Louis, MS 39520

Dear Mayor Favre:

The Mobile District appreciates the opportunity provided to review the Ulman Street Pedestrian Ramp for Section 408 permission. The proposed construction is designed in step with the recommendations provided for the previously constructed pedestrian ramp which was reviewed and grated Section 408 permission on March 22, 2019. Upon review of the plans provided, I have determined that the prior Section 408 permission is applicable and may be referenced for construction to proceed. Please advise when the construction begins and provide as-built drawings for inclusion in the O&M manual.

Thank you for following the proper process to achieve Section 408 permission prior to construction. Please advise if any field changes may become needed which may vary from the design, particularly concerning attachment to seawall. If there are any questions concerning this evaluation, please contact me at 251-605-2739.

Sincerely,

TRAWICK.EUBIE.D.1230023871 Digitally signed by TRAWICK.EUBIE.D.1230023871 Date: 2022.04.05 14:03:43 -05'00'

E. Dean Trawick,
Section 408 Coordinator
Civil Works Branch

Enclosures

Attachment: BSL Ped Ramp_Ulman Street_408 ref letter_5Apr2022 (11229 : Approve Hancock Community Development Project's proposed

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, MOBILE DISTRICT
P.O. BOX 2288
MOBILE, AL 36628-0001

REPLY TO
ATTENTION OF

March 22, 2019

District Commander

The Honorable Mike Favre
Mayor, City of Bay St. Louis
688 U.S. 90
Bay St Louis, MS 39520

Dear Mayor Favre:

The U.S. Army Corps of Engineers, Mobile District has performed an evaluation of your request to construct an ADA Pedestrian Boardwalk adjacent to and upon the Downtown Bay St. Louis Seawall Flood Damage Reduction Project. The federally constructed seawall system has operation and maintenance responsibilities shared by the City of Bay St. Louis and Hancock County pursuant to Section 14 of the Rivers and Harbors Act of 1899, 33 USC 408 (Section 408). This evaluation was performed in accordance with Engineer Circular (EC) 1165-2-216.

Based on this Section 408 evaluation, Mobile District grants the request to alter the Downtown Bay St. Louis Seawall Project for the following reasons: 1) the City of Bay St. Louis, in partnership with Hancock County, is responsible for continued maintenance of the seawall system with the proposed project in place, 2) the proposed project is compatible with the Section 408 programmatic environmental assessment and a memo of compliance has been rendered, and 3) the alterations will not be injurious to the Federal project's mission, or to the public. As the requestor, you are solely responsible for any remedial action needed to correct any deficiency in the design or construction of the requested alteration.

Please note that this letter of permission only relates to the effect of the proposed boardwalk project on the seawall project and does not grant any rights of access or easement upon privately owned property. In addition, please notify the Section 408 coordinator, in writing, upon issuance of Notice to Proceed for construction so that the Mobile District Office may track the construction progress. Also, please provide as-built documentation of the completed project for our records.

For any questions regarding this evaluation, please contact Tom Smith at (251) 690-3270 or at Thomas.E.Smith@usace.army.mil.

Sincerely,

Sebastien P. Joly
Colonel, U.S. Army
District Commander

Attachment: Corps of Engineers 408 Seawall approval 3.22.19pdf (11229 : Approve Hancock Community Development Project's proposed ADA

FEEDING THE GULF COAST

A member of FEEDING AMERICA

MOBILE FOOD PANTRY PROGRAM

The Mobile Food Pantry Program helps serve clients in areas of high need by offering a single day mass food distribution to agencies in rural counties that may not have regular access to the food bank, do not have a large storage area, or have a higher need in their communities.

Program Specifics

- Each mobile pantry distribution provides an assortment of critical need items, feeding up to 100 families in need in a single distribution.
- Our truck delivers the food the morning of the distribution, relieving the need for our partner agencies to store food. All food is to be distributed the same day.
- The food bank sources perishable food for each mobile pantry distribution through our Retail Store Level Pickup Program and supplements the donated food items with food we purchase in bulk buying opportunities.

  Typical loads include:
  - Fresh produce *(fruits and vegetables)* and bakery products *(breads and pastries)*.
  - Frozen meat *(varying packaging sizes)*.
  - Shelf stable items *(canned and dry goods such as rice and pasta)*.
  - Beverages and dairy products.
- The handling fee for a Mobile Pantry distribution is $750 for 5,000 lbs., which must be paid at least 5 business days to delivery.

  ** With prior approval from agency, additional perishable product may be added at no additional fee. This product is offered free because it is nutritious perishable product that needs to be distributed quickly. Please be aware that some of this product may be unusable by the time of the distribution and will need to be sorted out, but it is our intent that your clients will benefit by the majority of the extra food provided.*

  ** Meat and dairy products have been frozen prior to their expiration date and are safe for consumption.*

CONTACT:

Agency Relations

Phone: (251) 653-1617 option: 4 or E-mail: agencyrelations@feedingthegulfcoast.org
5248 Mobile South St. Theodore, AL 36582

Attachment: Mobile Pantry Program (11280 : Approve Feeding the Gulf Coast Distribution Site)

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County Administration** (hereinafter referred to as Customer), an **Quadient Inc.** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices o changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will b made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipmen will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credi Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revok this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date thi Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provid the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attache to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of th equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for b Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk o loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing o repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to th delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment o software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor doe not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right t terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

Attachment: Quadient state contract (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenanc of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmenta requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for loca or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in gooc working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, anc Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, whicl will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of simila equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must ente into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title o interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipmen shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq*. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Governmen Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices anc supporting documentation electronically at any time during the term of this Agreement. These payments shal be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency**.**

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

Attachment: Quadient state contract (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upor reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correc meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit fo each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment o make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permi Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optiona retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or othe devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices no provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7 Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the ther current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement o another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Custome shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

Attachment: Quadient state contract (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration o that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendo personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Custome may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right o obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer withou said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State o Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts o said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Quadient Inc.	**Hancock County Administration**
478 Wheelers Farms Rd	**854 Highway 90 Ste A**
Milford CT 06461	**Bay St Louis MS 39520**

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit o describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi o declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or sui filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to ente into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

Attachment: Quadient state contract (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminatingthe Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq*. of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

Attachment: Quadient state contract (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of eacl such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform service hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendo would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license o permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevan to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, o other proprietary information including confidential vendor information, or any other information which is required confidentia by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Attachment: Quadient state contract (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the_____day of_____, 20_____.

Vendor: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

_____

_____

Witness my signature this the_____day of_____, 20_____.

Customer: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

_____

_____

Attachment: Quadient state contract (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: **8200063522**

Vendor Company Name: **Quadient Inc.**

Customer Agency Name: Hancock County Administration

Bill to Address: **854 Highway 90 Ste A Bay St Louis MS 39520**

Ship to Address: **854 Highway 90 Ste A Bay St Louis MS 39520**

Description of Equipment, Software, or Services	Price
IX3-P5 Mailing Machine, IXWP5 5lb Postal Scale, IX3AI Postage Meter with SP10 USPS Rate Protection and Local On-Site Service Maintenance Contract	**$ 68.12/mo. (Billed Quarterly)**

Delivery Schedule and Installation Date:

Rental Term: **60 Months**
Start Date:
End Date:

Modifications:

Vendor Signature

Customer Signature

Attachment: Quadient state contract (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

Revised Date: February 2017

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County Administration** (hereinafter referred to as Customer), and **Quadient Inc.** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

Attachment: Quadient Inc Rental Agreement - signed (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

Attachment: Quadient Inc Rental Agreement - signed (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

Attachment: Quadient Inc Rental Agreement - signed (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Quadient Inc. **478 Wheelers Farms Rd** **Milford CT 06461**	**Hancock County Administration** **854 Highway 90 Ste A** **Bay St Louis MS 39520**

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

Attachment: Quadient Inc Rental Agreement - signed (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminatingthe Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq*. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

Attachment: Quadient Inc Rental Agreement - signed (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Attachment: Quadient Inc Rental Agreement - signed (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____.

Vendor: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

_____

_____

Witness my signature this the 15 day of August, 2022.

Customer: Hancock County Board of Supervisors

By: Scotty Ada
Authorized Signature

Printed Name: Scotty Adam

Title: Board President

WITNESS:

Deputy Clerk

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

CHANCERY CLERK HANCOCK COUNTY, MS

Attachment: Quadient Inc Rental Agreement - signed (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: **8200063522**

Vendor Company Name: **Quadient Inc.**

Customer Agency Name: Hancock County Administration

Bill to Address: **854 Highway 90 Ste A Bay St Louis MS 39520**

Ship to Address: **854 Highway 90 Ste A Bay St Louis MS 39520**

Description of Equipment, Software, or Services	Price
IX3-P5 Mailing Machine, IXWP5 5lb Postal Scale, IX3AI Postage Meter with SP10 USPS Rate Protection and Local On-Site Service Maintenance Contract	**$ 68.12/mo. (Billed Quarterly)**

Delivery Schedule and Installation Date:

Rental Term: **60 Months**
Start Date:
End Date:

Modifications:

Vendor Signature

Customer Signature

Attachment: Quadient Inc Rental Agreement - signed (11228 : Approve Rental Agreement From Quadient Inc Per State Contract)

CREDIT CARD REPORT
AUGUST 15, 2022

CARD		EXPENSES
COUNTY P-CARD		
VISA ***0055	**$795.99**	**Balance**
Jail-Inmate Test	$716.00	ETS ERS
IT-Website	$79.99	GoDaddy
COUNTY TRAVEL		
VISA ***4987	**$470.69**	**Balance**
Tax-Appraiser Went to Class	$211.20	Hilton Garden Inn
Jail-Inmate Transport	$164.26	Country Inn & Suites
Sheriff-Deputy Confrence	$95.23	Golden Moon Hotel
SHERIFF-TRAVEL		
VISA*0647**	**$0.00**	**Balance**
SHERIFF-TRAVEL		
VISA ***1363	**$0.00**	**Balance**
SHERIFF-TRAVEL		
VISA***0654	**$70.95**	**Balance**
Sheriff -Food	**$29.92**	**McDonalds**
Sheriff- Food	**$41.03**	**Cracker Barrel**

Attachment: 08152022 (11237 : Approve Credit Card Report for August 15, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7618	AT&T	0000		INV	08/15/2022	1275928169			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5502		BLDS/GRNDS	TELEPHONE		50.94			
							50.94		
						CHECK TOTAL	**50.94**		
7867	AT&T	0000		INV	08/15/2022	8146061704			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5502		BLDS/GRNDS	TELEPHONE		812.62			
							812.62		
						CHECK TOTAL	**812.62**		
7867	AT&T	0000		INV	08/15/2022	8129061705			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5504		EMER 911	INTERNET		374.73			
							374.73		
						CHECK TOTAL	**374.73**		
7867	AT&T	0000		INV	08/15/2022	8170161702			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001631 5504		CNTY AGENT	INTERNET		251.56			
	2 001151 5504		BLDS/GRNDS	INTERNET		251.56			
							503.12		
						CHECK TOTAL	**503.12**		
7867	AT&T	0001		INV	08/15/2022	AUG 1,2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5544		EMER 911	MNT AG		4,052.00			
							4,052.00		
						CHECK TOTAL	**4,052.00**		
7867	AT&T	0001		INV	08/15/2022	AUGUST 1,2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5502		EMER 911	TELEPHONE		1,135.67			
							1,135.67		
						CHECK TOTAL	**1,135.67**		

Attachment: 08152022 docket (11279 : Approve docket of claims for August 15, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7867	AT&T	0001		INV	08/15/2022	AUGUST , 2022			

ACCOUNT DETAIL					LINE AMOUNT
1	001151	5502	BLDS/GRNDS	TELEPHONE	60.84
2	001151	5502	BLDS/GRNDS	TELEPHONE	71.17
3	001151	5502	BLDS/GRNDS	TELEPHONE	45.16
4	001151	5502	BLDS/GRNDS	TELEPHONE	90.32
5	001630	5502	SOIL CONS	TELEPHONE	79.95
6	001400	5502	HEALTH	TELEPHONE	91.41
7	001151	5502	BLDS/GRNDS	TELEPHONE	14.92
8	001151	5502	BLDS/GRNDS	TELEPHONE	103.89
9	001260	5502	EMA	TELEPHONE	71.96
10	001630	5502	SOIL CONS	TELEPHONE	46.88
11	001151	5502	BLDS/GRNDS	TELEPHONE	2.50
12	001151	5502	BLDS/GRNDS	TELEPHONE	14.92
13	001151	5502	BLDS/GRNDS	TELEPHONE	363.44
14	001105	5502	TAX/COL	TELEPHONE	111.84
15	001163	5502	YOUTH CT	TELEPHONE	27.06
16	001105	5502	TAX/COL	TELEPHONE	3.00
17	001151	5502	BLDS/GRNDS	TELEPHONE	75.88
18	001151	5502	BLDS/GRNDS	TELEPHONE	39.88
19	001151	5502	BLDS/GRNDS	TELEPHONE	44.76
20	001168	5502	DA OFFICE	TELEPHONE	15.08
21	001151	5502	BLDS/GRNDS	TELEPHONE	14.92
22	001168	5504	DA OFFICE	INTERNET	68.44
23	001102	5504	CIRC CLK	INTERNET	68.44
24	001200	5502	SHERIFF	TELEPHONE	50.06
25	001200	5502	SHERIFF	TELEPHONE	297.50

1,874.22

CHECK TOTAL **1,874.22**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
2425	C SPIRE WIRELESS	0000		INV	08/15/2022	JULY 2022			

ACCOUNT DETAIL					LINE AMOUNT
1	001200	5502	SHERIFF	TELEPHONE	4,787.66

4,787.66

CHECK TOTAL **4,787.66**

Attachment: 08152022 docket (11279 : Approve docket of claims for August 15, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
2425	C SPIRE WIRELESS	0000		INV	08/15/2022	7-8 TO 8-7-2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5502		MAPPING	TELEPHONE		362.25			
							362.25		
						CHECK TOTAL	**362.25**		
8626	CENTERPOINT ENERGY RE	0000		INV	08/15/2022	JULY 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5510		IMP EXP	HEAT LIGHT		3,195.68			
							3,195.68		
						CHECK TOTAL	**3,195.68**		
8181	CENTURYLINK	0000		INV	08/15/2022	JULY 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5502		BLDS/GRNDS	TELEPHONE		2,171.90			
	2 001200 5502		SHERIFF	TELEPHONE		2,171.90			
							4,343.80		
						CHECK TOTAL	**4,343.80**		
105	CITY OF BAY ST LOUIS	0000		INV	08/15/2022	07-6131-00 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		116.02			
							116.02		
105	CITY OF BAY ST LOUIS	0000		INV	08/15/2022	09-0726-01 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		46.75			
							46.75		
105	CITY OF BAY ST LOUIS	0000		INV	08/15/2022	09-0727-01 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		34.50			
							34.50		
105	CITY OF BAY ST LOUIS	0000		INV	08/15/2022	09-0725-01 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		55.33			
							55.33		
105	CITY OF BAY ST LOUIS	0000		INV	08/15/2022	09-3300-00 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		44.02			

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							44.02		
105	CITY OF BAY ST LOUIS	0000		INV	08/15/2022	09-3075-01 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		10.00			
							10.00		
105	CITY OF BAY ST LOUIS	0000		INV	08/15/2022	08-0170-02 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		34.50			
							34.50		
						CHECK TOTAL	**341.12**		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	110518-001 JULY 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5510		EMER 911	HEAT LIGHT		339.72			
							339.72		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	3000821-017 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5510		EMER 911	HEAT LIGHT		557.13			
							557.13		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	3000821-014 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		4,282.04			
							4,282.04		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	15070-054 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		2,391.31			
	2 001450 5510		WELFARE	HEAT LIGHT		2,391.31			
							4,782.62		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	504420-038 JULY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5510		ANIM SHLT	HEAT LIGHT		1,128.50			
							1,128.50		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	504420--033 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		1,353.60			
							1,353.60		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	504420--027 JULY22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			45.85		
							45.85		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	69198-001 JULY22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			85.56		
							85.56		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	61441-001 JULY22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			328.15		
							328.15		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	80846-001 july22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			135.56		
							135.56		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	96022-001 JULY22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			61.08		
							61.08		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	100314-001 JULY22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			889.71		
							889.71		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	100315-001 JULY22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			1,818.83		
							1,818.83		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	112589-001 JLUY22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			35.60		
							35.60		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	114147-001 JULY22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			761.07		
							761.07		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	3000821-004 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		170.53			
							170.53		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	3000821-015 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		1,579.79			
							1,579.79		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	116043-012 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		46.11			
							46.11		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	15070-053 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5510		SHERIFF	HEAT LIGHT		54.12			
							54.12		
299	COAST ELECTRIC POWER	0001		INV	08/15/2022	3000821-011 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		498.83			
							498.83		
						CHECK TOTAL	**18,954.40**		
4813	CRESCO INC	0000		INV	08/15/2022	0000162512			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5599		IMP EXP	OTHER CONT		233.11			
							233.11		
						CHECK TOTAL	**233.11**		
7975	DIRECT TV	0001		INV	08/15/2022	057460783X220728			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 120200 5513		SHERIFF GA	CABLE TELE		328.23			
							328.23		
						CHECK TOTAL	**328.23**		
7975	DIRECT TV	0001		INV	08/15/2022	082688902X220731			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001260 5513		EMA	CABLE TELE		167.99			
							167.99		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**167.99**		
4728	FEDEX	0001		INV	08/15/2022	7-839-63051			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5501		MAPPING	POSTAGE AN		10.17			
							10.17		
						CHECK TOTAL	**10.17**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	08/15/2022	NP62592230			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5671		MAPPING	GASOLINE		309.02			
							309.02		
						CHECK TOTAL	**309.02**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	08/15/2022	NP62592348			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001675 5671		BLDG DEPT	GASOLINE		156.15			
							156.15		
						CHECK TOTAL	**156.15**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	08/15/2022	NP62592106			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5671		SHERIFF	GASOLINE		9,362.46			
							9,362.46		
						CHECK TOTAL	**9,362.46**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	08/15/2022	NP62685741			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001260 5671		EMA	GASOLINE		144.87			
							144.87		
						CHECK TOTAL	**144.87**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	08/15/2022	NP62685776			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5671		MAPPING	GASOLINE		416.16			
							416.16		
						CHECK TOTAL	**416.16**		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4242	FLEETCOR TECHNOLOGIES	0000		INV	08/15/2022	NP62685893			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5671		RD MNT	GASOLINE		67.38			
	2 001675 5671		BLDG DEPT	GASOLINE		72.11			
							139.49		
						CHECK TOTAL	**139.49**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	08/15/2022	NP62685651			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5671		SHERIFF	GASOLINE		8,470.13			
							8,470.13		
						CHECK TOTAL	**8,470.13**		
2862	HANCOCK COUNTY WATER	0000		INV	08/15/2022	109982 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5510		IMP EXP	HEAT LIGHT		15,311.70			
							15,311.70		
2862	HANCOCK COUNTY WATER	0000		INV	08/15/2022	110291 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		105.00			
							105.00		
2862	HANCOCK COUNTY WATER	0000		INV	08/15/2022	110125 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		77.50			
							77.50		
2862	HANCOCK COUNTY WATER	0000		INV	08/15/2022	103076 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		78.00			
							78.00		
2862	HANCOCK COUNTY WATER	0000		INV	08/15/2022	104467 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		67.00			
							67.00		
2862	HANCOCK COUNTY WATER	0000		INV	08/15/2022	108970 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		77.50			
							77.50		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
2862	HANCOCK COUNTY WATER	0000		INV	08/15/2022	110293 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		105.00			
							105.00		
2862	HANCOCK COUNTY WATER	0000		INV	08/15/2022	110289 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		78.00			
							78.00		
2862	HANCOCK COUNTY WATER	0000		INV	08/15/2022	101270 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		40.00			
							40.00		
						CHECK TOTAL	**15,939.70**		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	010042090 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		778.98			
							778.98		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	010092551 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	020152100 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	010042100 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		1,849.29			
							1,849.29		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	010092600 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		202.80			
							202.80		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	020100976 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		99.05			
							99.05		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	010042105 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		87.78			
							87.78		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	010092550 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		284.02			
							284.02		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	020219900 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.99			
							25.99		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	020149625 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		85.86			
							85.86		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	020002700 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	010092800 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		95.16			
							95.16		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	010094800 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	010092500 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	010059260 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	020002720 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	010092810 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		77.40			
							77.40		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	010092410 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		150.00			
							150.00		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	010059250 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		50.00			
							50.00		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	010041825 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5510		ANIM SHLT	HEAT LIGHT		162.63			
							162.63		
913	KILN UTILITY & FIRE D	0000		INV	08/15/2022	010061810 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		25.00			
							25.00		
						CHECK TOTAL	**4,348.96**		
99998	BSL POSTMASTER	0000		INV	08/15/2022	PERMIT # 53, TAX			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5501		MAPPING	POSTAGE AN		275.00			
							275.00		
						CHECK TOTAL	**275.00**		
99998	BSL POSTMASTER	0000		INV	08/15/2022	AUG. 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001163 5501		YOUTH CT	POSTAGE AN		228.00			
							228.00		
						CHECK TOTAL	**228.00**		

Attachment: 08152022 docket (11279 : Approve docket of claims for August 15, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1167	MISSISSIPPI POWER COM	0000		INV	08/15/2022	JULY 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		4,981.09			
	2 156331 5510		SEAWALL	HEAT LIGHT		1,127.52			
							6,108.61		
						CHECK TOTAL	**6,108.61**		
5556	PEARL RIVER CENTRAL W	0000		INV	08/15/2022	310500 july22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		17.00			
							17.00		
5556	PEARL RIVER CENTRAL W	0000		INV	08/15/2022	310510 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		17.00			
							17.00		
						CHECK TOTAL	**34.00**		
7030	PEARLINGTON WATER & S	0000		INV	08/15/2022	00000710 JULY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		94.25			
							94.25		
						CHECK TOTAL	**94.25**		
9781	Quadient Finance USA,	0000		INV	08/15/2022	JUNE, 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5501		MAPPING	POSTAGE AN		1,804.46			
							1,804.46		
						CHECK TOTAL	**1,804.46**		
9781	Quadient Finance USA,	0000		INV	08/15/2022	JULY 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001166 5501		JUST CT	POSTAGE AN		336.99			
							336.99		
						CHECK TOTAL	**336.99**		
9834	Quadient Finance USA,	0000		INV	08/15/2022	JULY 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001102 5501		CIRC CLK	POSTAGE AN		200.00			

Attachment: 08152022 docket (11279 : Approve docket of claims for August 15, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							200.00		
						CHECK TOTAL	**200.00**		
9834	Quadient Finance USA,	0000		INV	08/15/2022	7-22-2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001101 5501		CHANC CLK	POSTAGE AN		1,000.00			
							1,000.00		
						CHECK TOTAL	**1,000.00**		
8820	RODGER WESLEY MCREE	0000		INV	08/15/2022	JULY 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5599		IMP EXP	OTHER CONT		1,512.00			
							1,512.00		
						CHECK TOTAL	**1,512.00**		
8180	SOUTHERN LIGHT, LLC	0001		INV	08/15/2022	312084			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5504		INFO TECH	INTERNET		5,540.10			
							5,540.10		
						CHECK TOTAL	**5,540.10**		
8031	STANDARD DEDEAUX WATE	0000		INV	08/15/2022	010192550 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
8031	STANDARD DEDEAUX WATE	0000		INV	08/15/2022	010192500 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		25.00			
							25.00		
8031	STANDARD DEDEAUX WATE	0000		INV	08/15/2022	030006725 JULY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
						CHECK TOTAL	**75.00**		

Attachment: 08152022 docket (11279 : Approve docket of claims for August 15, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4646	TEC	0000		INV	08/15/2022	1053304			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001105 5502		TAX/COL	TELEPHONE		5.65			
	2 001102 5502		CIRC CLK	TELEPHONE		20.05			
	3 001151 5502		BLDS/GRNDS	TELEPHONE		5.02			
	4 097110 5502		EMER 911	TELEPHONE		103.84			
							134.56		
						CHECK TOTAL	**134.56**		
9281	UTILITY SERVICES,LLC	0001		INV	08/15/2022	070024001/APR/JULY			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		72.00			
							72.00		
						CHECK TOTAL	**72.00**		
9439	CELICO PARTNERSHIP	0001		INV	08/15/2022	9911986939			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5544		INFO TECH	MNT AG		79.90			
							79.90		
						CHECK TOTAL	**79.90**		
9439	CELICO PARTNERSHIP	0001		INV	08/15/2022	9911986938			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5502		SHERIFF	TELEPHONE		280.11			
							280.11		
						CHECK TOTAL	**280.11**		
9716	VISA	0000		INV	08/15/2022	07-27-2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5476		IMP EXP	MEALS/LDG		70.95			
							70.95		
						CHECK TOTAL	**70.95**		

Attachment: 08152022 docket (11279 : Approve docket of claims for August 15, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9716	VISA	0000		INV	08/15/2022	JULY, 2022			

ACCOUNT DETAIL					LINE AMOUNT
1	001200	5476	SHERIFF	MEALS/LDG	95.23
2	001220	5476	IMP EXP	MEALS/LDG	164.26
3	108105	5476	INT/TAX	MEALS/LDG	199.15
4	001105	5476	TAX/COL	MEALS/LDG	12.05
					470.69
				CHECK TOTAL	**470.69**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9716	VISA	0001		INV	08/15/2022	7-17 TO 7-25-2022			

ACCOUNT DETAIL					LINE AMOUNT
1	001125	5544	INFO TECH	MNT AG	79.99
2	614220	5692	INMATE	CLOTHES &	716.00
					795.99
				CHECK TOTAL	**795.99**

101	**INVOICES**	**WARRANT TOTAL**	**99,927.26**	**99,927.26**
		CASH ACCOUNT BALANCE		**53,915,697.15**

Attachment: 08152022 docket (11279 : Approve docket of claims for August 15, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Preliminary Check Run Summary

CHECK RUN: 08152022 08/11/2022
DUE DATE: 08/11/2022

FUND	ORG		ACCOUNT		AMOUNT	AVLB BUDGET
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5501-	POSTAGE AND BOX RENT	1,000.00	11,631.81
001	001102	CIRCUIT CLERK'S DEPAR	001-10-102-00-000-5501-	POSTAGE AND BOX RENT	200.00	8.40
001	001102	CIRCUIT CLERK'S DEPAR	001-10-102-00-000-5502-	TELEPHONE SERVICE	20.05	119.06
001	001102	CIRCUIT CLERK'S DEPAR	001-10-102-00-000-5504-	INTERNET SERVICES	68.44	0.78
001	001105	TAX ASSESSOR/COLLECTO	001-10-105-00-000-5476-	MEALS AND LODGING	12.05	160.94
001	001105	TAX ASSESSOR/COLLECTO	001-10-105-00-000-5502-	TELEPHONE SERVICE	120.49	180.12
001	001125	IT DEPARTMENT	001-10-125-00-000-5504-	INTERNET SERVICES	5,540.10	309.02
001	001125	IT DEPARTMENT	001-10-125-00-000-5544-	MAINTENANCE AGREEMENT	159.89	18,727.51
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5502-	TELEPHONE SERVICE	3,983.08	17,440.23
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5504-	INTERNET SERVICES	251.56	4,830.10
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5510-	HEAT LIGHT POWER GAS	14,937.07	73,921.58
001	001163	YOUTH COURT	001-10-163-00-000-5501-	POSTAGE AND BOX RENT	228.00	6.00
001	001163	YOUTH COURT	001-10-163-00-000-5502-	TELEPHONE SERVICE	27.06	1,872.02
001	001166	JUSTICE COURT	001-10-166-00-000-5501-	POSTAGE AND BOX RENT	336.99	5,638.93
001	001168	DISTRICT ATTORNEY'S O	001-10-168-00-000-5502-	TELEPHONE SERVICE	15.08	53.09
001	001168	DISTRICT ATTORNEY'S O	001-10-168-00-000-5504-	INTERNET SERVICES	68.44	28.72
001	001200	SHERIFF	001-20-200-00-000-5476-	MEALS AND LODGING	95.23	291.18
001	001200	SHERIFF	001-20-200-00-000-5502-	TELEPHONE SERVICE	7,587.23	167.81
001	001200	SHERIFF	001-20-200-00-000-5510-	HEAT LIGHT POWER GAS	54.12	155.16
001	001200	SHERIFF	001-20-200-00-000-5671-	GASOLINE	17,832.59	88,697.48
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5476-	MEALS AND LODGING	235.21	526.85
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5510-	HEAT LIGHT POWER GAS	18,507.38	7,288.67
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5599-	OTHER CONTRACTUAL SER	1,745.11	9,764.03
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5502-	TELEPHONE SERVICE	71.96	416.37
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5513-	CABLE TELEVISION	167.99	47.11
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5671-	GASOLINE	144.87	241.51
001	001333	MARINA	001-30-333-00-000-5510-	HEAT LIGHT POWER GAS	78.00	2,044.25
001	001400	HEALTH DEPARTMENT	001-40-400-00-000-5502-	TELEPHONE SERVICE	91.41	17.02
001	001411	ANIMAL SHELTER	001-40-411-00-000-5510-	HEAT LIGHT POWER GAS	1,291.13	2,241.65
001	001450	WELFARE DEPARTMENT	001-40-450-00-000-5510-	HEAT LIGHT POWER GAS	2,391.31	3,086.33
001	001530	MCLEOD PARK	001-50-530-00-000-5510-	HEAT LIGHT POWER GAS	6,428.41	11,093.45
001	001531	RECREATION DEPARTMENT	001-50-531-00-000-5510-	HEAT LIGHT POWER GAS	3,148.75	5,181.99
001	001630	SOIL CONSERVATION	001-60-630-00-000-5502-	TELEPHONE SERVICE	126.83	359.64
001	001631	COUNTY AGENT	001-60-631-00-000-5504-	INTERNET SERVICES	251.56	492.38
001	001675	BUILDING DEPARTMENT	001-70-675-00-000-5671-	GASOLINE	228.26	377.76
				FUND TOTAL	**87,445.65**	

CASH ACCOUNT 999 1002 BALANCE 53,915,697.15

096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5501-	POSTAGE AND BOX RENT	2,089.63	14,130.49

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5502-	TELEPHONE SERVICE	362.25	183.63
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5671-	GASOLINE	725.18	5,204.79
				FUND TOTAL	**3,177.06**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**53,915,697.15**		
097	097110	EMERGENCY 911	097-10-110-00-000-5502-	TELEPHONE SERVICE	1,239.51	11,362.56
097	097110	EMERGENCY 911	097-10-110-00-000-5504-	INTERNET SERVICES	374.73	20.18
097	097110	EMERGENCY 911	097-10-110-00-000-5510-	HEAT LIGHT POWER GAS	896.85	3,489.46
097	097110	EMERGENCY 911	097-10-110-00-000-5544-	MAINTENANCE AGREEMENT	4,052.00	44,347.88
				FUND TOTAL	**6,563.09**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**53,915,697.15**		
108	108105	INTERFACE/TAX COLL	108-10-105-00-000-5476-	MEALS AND LODGING	199.15	0.01
				FUND TOTAL	**199.15**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**53,915,697.15**		
120	120200	SHERIFF GAMING	120-20-200-00-000-5513-	CABLE TELEVISION	328.23	139.35
				FUND TOTAL	**328.23**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**53,915,697.15**		
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5510-	HEAT LIGHT POWER GAS	162.16	4,591.44
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5671-	GASOLINE	67.38	27,320.83
				FUND TOTAL	**229.54**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**53,915,697.15**		
154	154523	MULTIPURPOSE ARENA	154-50-523-00-000-5510-	HEAT LIGHT POWER GAS	25.00	271.78
				FUND TOTAL	**25.00**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**53,915,697.15**		
156	156331	SEAWALL	156-30-331-00-000-5510-	HEAT LIGHT POWER GAS	1,243.54	6,452.87
				FUND TOTAL	**1,243.54**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**53,915,697.15**		
614	614220	INMATE-IMPRISONMENT E	614-20-220-00-000-5692-	CLOTHES & DRY GOODS F	716.00	402.58
				FUND TOTAL	**716.00**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**53,915,697.15**		

WARRANT SUMMARY TOTAL **99,927.26**

Attachment: 08152022 docket (11279 : Approve docket of claims for August 15, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

GRAND TOTAL		99,927.26

Attachment: 08152022 docket (11279 : Approve docket of claims for August 15, 2022)

Hancock County Board of Supervisors

Regular Meeting Minutes

August 1, 2022 at 9:00 a.m.

Board Meeting Room

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

1. Call to Order

A. Pledge of Allegiance
B. Invocation

2. Roll Call

The record reflects County Administrator, Eddie Favre, Interim County Administrator/Tax Assessor, Jimmie Ladner, Jr., Chancery Clerk, Tim Kellar, County Attorney, Gary Yarborough, EMA Director, Brian Adam, E-911/Dispatch Coordinator, Alisha Stanton, Animal Shelter Director, Shane Wyman, Purchasing Clerk, Brittney Johnson, Planning and Zoning Director, Anthony Cuevas, Parks and Recreation Director, Kevin Ladner, County Engineer, Geoff Clemens, Road Manager, Vic Johnson, Grant Administrator, April Shiyou, Comptroller, Nancy Kelly, and Deputy Clerk/Board Secretary, Valerie Fitts were all present in the Board Room. Sheriff Ricky Adam was present via remote access.

Attendee Name	Title	Status	Arrived
Theresa Ryan	District 1	Present	
Greg Shaw	District 2	Present	
Kodie Koenenn	District 3	Present	
Scotty Adam	District 4	Present	
Darrin Bo Ladner	District 5	Present	

3. Amendments to the Agenda

6.F.1. - Change vendor to Quadient Finance instead of Accurate Controls.

6.H.3. - Motion to approve hiring Robert Perkins for McLeod Park as a seasonal worker at a rate of pay of $11.00 per hour, effective August 1, 2022.

6.H.4. - Discussion regarding Leetown and Necaise walking tracks in bad condition and need an overlay of 1 inch of asphalt. Parks & Recreation Director will work on quotes and will bring back to a subsequent meeting.

7.A.5.f. Add Diran Donigan to payroll as full time Deputy, effective August 1, 2022, at a rate of pay of $17.50 per hour, pending successful completion of physical, drug screen and background check.

7.H.6. Motion to approve hiring William Alligood in Buildings & Grounds Department as a Class III Grounds Keeper, at a rate of pay of $11.00 per hour and a 90 day evaluation period, effective upon successful completion of physical and drug test.

7.H.7. Discussion/Motion to authorize Road Manager, Vic Johnson, to travel out of state to pick up and accept donated plastic drums for the Hancock County Beach, and add drums to Road Department Inventory.

7.H.8. Discussion regarding the tear down of the old Youth Court Building

7.L.1. Motion to amend redistricting - Bay West - Old American - move line Precinct in District 3

8.A.1. Hurricane pre-positioning

8.E.2. Discussion regarding Bayou Coco cemetery needing surveyed.

A. **Motion to:** Motion to accept the agenda.**Adopted**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Announcements

A. The next regular scheduled Board of Supervisor's meeting will be held at 9:00 a.m., on Monday, August 15, 2022.

B. Biweekly payroll for ending date 7/16/2022 with check date 7/22/2022 totaled $736,581.07.

C. The Board of Supervisors will hold a Public Hearing on Monday, August 15, 2022 at 1:30 p.m., to hear objections to the 2022 Real and Personal Property Assessment Rolls.

D. The Board of Supervisors will hold a Public Hearing on Monday, August 15, 2022 at 2:00 p.m., regarding commercial appeal for Planning and Zoning Commission decision in regard to the Matter of Application Number 658 for Conditional Use from Jesse Crowe, Parcel #044-0-18-012.000.

5. External Business Agenda

A. Port & Harbor Commission

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

1. Motion to approve the Hancock County Port and Harbor Commission's Resolution #20220725-01, Docket of Claims for July 25, 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20220725-07, authorizing The Award of Contract for PB2102 Public Dock Mooring Dolphins and Dredging to J.E. Borries, Inc., in the amount of $881,949.00 and authorize the necessary budget amendment to cover the additional $291,124 as needed for construction to commence.**Approved Pending Further Action**

   The record reflects the contract is contingent upon execution of contract, payment performance bonds and insurance.

RESULT:	**APPROVED PENDING FURTHER ACTION [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20220725-08, authorizing the execution of a Ground Lease Agreement of 18 acres with Lake LaCroix RV Park, North of Bayou LaCroix Road at $4,500 annually to commence on September 1, 2022.**Tabled until later in same meeting**

   The record reflects District 4 rescinded his original Motion and the vote reflected Tabled the matter to later in the Meeting.

RESULT:	**TABLED UNTIL LATER IN SAME MEETING [UNANIMOUS]**
	Next: 8/1/2022 9:00 AM
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to accept the Hancock County Port & Harbor Commission's Consent Agenda Resolutions from the July 25, 2022, Regular Commission Meeting.**Approved**

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to accept Resolution #20220725-06, acceptance of and authorizing Chief Executive Officer to execute FAA AIP Grant Agreement #3-28-0005-040-2022 in the amount of $300,000, to reimburse a portion of the land acquisition costs of the Aircraft Packaging Hangar.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20220725-08, authorizing the execution of a Ground Lease Agreement of 18 acres with Lake LaCroix RV Park, North of Bayou LaCroix Road at $4,500 annually to commence on September 1, 2022, express acknowledgment that this approval is without any indication of the allowance or not of the intended use as they will still have to go through Planning and Zoning Department, expressing reserving all procedures through zoning or otherwise.**Approved Pending Further Action**

   The record reflects an approval and acceptance of the lease only regarding Motion 11220 that was tabled earlier in the Meeting and pursuant to the Motion now reflected in the Motion body.

RESULT:	**APPROVED PENDING FURTHER ACTION [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Departmental Agendas

A. Emergency Management Agency

1. Motion to appoint Mr. David Malley to the Diamondhead Fire Protection District 's Board of Commissioners, effective August 1, 2022 to fill the unexpired term of Mr. Charles Reddien due to his resignation. Mr. Malley's term will expire September 19, 2024.**Approved**

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

The record reflects EMA Director advised the Board that Clayton French, Deputy Director, Mississippi Emergency Management Agency will be at the August 15, 2022, Board of Supervisors' meeting to discuss and answer questions regarding pre-positioning contracting for storms.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. E-911/Dispatch

1. Motion to approve Dana Kluczkowski to attend the NECI 40-Hour Basic Communications Course at Hancock County EOC on December 5-9, 2022. The cost is free due to a credit allowance by the instructor from her emergency absence.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to amend Motion ID#11113 from the July 18, 2022 Meeting to have Jadyn Olson take the place of Dana Kluczkowski in the NECI Stress Management Course at the Hancock County EMA on August 23, 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

C. Animal Shelter

1. Motion to spread on the Minutes, Delivery of Legacy donation to the Hancock County Animal Shelter in the amount of $5,000.**Approved**

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

D. Justice Court

E. IT Department

F. Purchasing

1. Motion to approve and authorize Board President to sign the product lease agreement for the Administration Department's postage machine from Quadient Finance for 60 months in the amount of $68.12 per month.**Approved as Amended**

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and spread on the Minutes, the quotes from IT1 and CDWG for a 1 year software subscription to Ninja RMM for all County servers, desktops, and laptops, and approve the lowest quote in the amount of $11,350.00 from IT1.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve and spread on the Minutes, the Credit Card Report for August 1, 2022. This report reflects all credit card charges that are presently on the docket today for payment.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve the quote from Dell Technologies in the amount of $5,804.20 for the purchase of Microsoft Server 2022 licensing for the county-wide server upgrade project. This is on the Mississippi State EPL #3736 and will be paid for out of the IT Department's software budget.**Approved**

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

G. Planning and Zoning

1. Motion to approve the Planning Commission Meeting Minutes held on June 7, 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

H. Parks & Recreation

1. Motion to approve termination of Kevin Aligood from McLeod Park and remove from payroll, effective July 26, 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve moving Franklin Daugherty to fulltime at McLeod Park, effective August 1, 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve hiring Robert Perkins for McLeod Park as a seasonal worker, at a rate of pay of $11.00 per hour, effective August 1, 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Discussion regarding Leetown and Necaise walking tracks in bad condition and need an overlay of 1 inch of asphalt. Parks & Recreation Director will work on quotes and will bring back to a subsequent meeting.**No Action Taken**

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

RESULT: **NO ACTION TAKEN**

I. Inventory Clerk

1. Motion to approve the inventory removal and disposal of the assets listed on the attached Exhibit A as they are no longer needed for county purposes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

J. Comptroller

1. Motion to approve the docket of claims for August 1, 2022 in the amount of $2,596,069.83.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve the attached budget amendments.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

K. Board Secretary

1. Motion to approve Regular Meeting Minutes of Monday July 18th, 2022**Accepted**

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Elected/Appointed Agendas

A. Sheriff's Office

1. Motion to amend Motion #11106 from the July 18, 2022 Meeting to remove John Ladner from payroll, he is moving to part time Deputy, at a rate of pay of $12.00 per hour, effective July 16, 2022.**Approved**

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to authorize the Board President to sign the 154 Alcohol FY23 Grant Agreement.**Approved**

   The record reflects Motions 11184 and 11185 were voted on in one consent block.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to authorize the Board President to sign the 402 Occupant Protection FY23 Grant Agreement.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve the Premium Pay Resolution in support of the "Mississippi Law Enforcement and Firefighters Premium Pay Program" to Mississippi House Bill 1427 and Mississippi House Bill 1542, which was passed in the 2022 Regular Legislative Session and subsequently signed into law by Governor Tate Reeves. The record reflects an approval contingent upon qualification and subject to any budgets whether in house or out side.**Approved Pending Further Action**

RESULT:	**APPROVED PENDING FURTHER ACTION [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to spread on the Minutes, the following personnel changes: a. Remove Christopher Canaski from payroll, effective July 18, 2022. b. Add Matthew Hopkins to payroll as part time Deputy, effective August 01, 2022, at a rate of pay of $12.00 per hour, pending successful completion of physical and drug screen. c. Add Allen Weaver to payroll as full time Deputy, effective August 01, 2022, at a rate of pay of $17.50 per hour, pending successful completion of physical and drug screen. d. Adjust the following rates of pay to $15.07 per hour, effective July 31, 2022: • Tametria Ishem • Shari Rouse • Kayla Hill e. Motion to change the employment status of Christine Fortune from part time LPN to full time LPN, effective August 01, 2022. f. Add Diran Donigan to payroll as full time Deputy, effective August 1, 2022, at a rate of pay of

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

$17.50 per hour, pending successful completion of physical, drug screen and background check.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to spread on the Minutes, acknowledgement of the receipt of the monthly inmate meal log from the Hancock County Adult Detention Center for the month of July 2022, as on file with the County Administrator, pursuant to Mississippi State Statute 19-25-74.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. Tax Assessor

1. Motion to approve the attached tax sales to be voided.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, the Letter of Compliance from the Department of Revenue for the 2022 Land Roll.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

C. Circuit Clerk

1. Motion to approve contract between the Hancock County Board of Supervisors and the Hancock County Circuit Clerk for Redistricting in an amount not to exceed $10,000.**Approved**

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

D. County Court

E. Youth Court / Family Treatment Court

1. Motion to spread on the Minutes, the fully executed Grant Consultant Independent Contract between Hancock County Youth Court and Brooke Ellen LLC.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

F. Chancery Clerk

G. County Engineer

1. Motion to approve and authorize Board President to sign Closeout Documents related to Repairs to Hancock County Arena Phase II Project.**Approved**
   The record reflects a finding of commercially reasonable and necessary to the scope of the project and acknowledgment and consent of surety of final payment.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize Board President sign Task Order 222-076.001 for Bayou Caddy Dredging.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

H. Road Manager

1. Motion to rescind Motion #10895 made during the June 6, 2022, Board of Supervisors meeting to hire Willie Moton in the Sand Beach/Seawall Department.**Approved**

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

The record reflects Motions 11165, 11166, 11164, 11195, and 11214 were all voted on in one consent block.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to rescind Motion #11079 made during the July 5, 2022, Board of Supervisors Meeting to hire Hunter Dorr in the Buildings & Grounds Department.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to remove Blaine Deschamp from payroll in Road Department North, due to his resignation, effective July 25, 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve hiring Brittney Necaise as a Class ll full time Custodian in the Buildings & Grounds Department, at a rate of pay of $11.00 per hour with a 90 day evaluation period, effective upon successful completion of physical and drug test.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve hiring William Alligood in Buildings & Grounds Department as a Class III Grounds Keeper, at a rate of pay of $11.00 per hour and a 90 day evaluation period, effective upon successful completion of physical and drug test.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to approve the 2022/2023 school year Bus Turnaround list presented by the Hancock County School District.**Approved**

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Discussion/Motion to authorize Road Manager, Vic Johnson, to travel out of state to pick up and accept donated plastic drums for the Hancock County Beach, and add drums to Road Department Inventory.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Discussion regarding tear down of the old Hancock County Youth Court building.**No Action Taken**

RESULT:	**NO ACTION TAKEN**

I. Grant Administrator

1. Motion to approve and authorize Board President to sign the Design Agreement between the Department of the Army and the Hancock County Board of Supervisors for Design of the Hancock County Beach and Dune Ecosystem Restoration.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, the increased Obligation from FEMA DR4528 for PW #53 in the amount of $3,265.55. Total obligation is now $12,442.61.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to spread on the Minutes, FEMA's Eligibility Determination Memorandum for DR4528 Project No. 149493 and authorize County Attorney to begin the Appeal process.**Approved**

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, Scotty Adam
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to spread on the Minutes, FEMA's Eligibility Determination Memorandum for DR4528 Project No. 164618 and authorize County Attorney to begin the Appeal process.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

J. County Administrator

1. Motion to spread on the Minutes, American Medical Response' s Response Time Report for June 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Discussion regarding Hancock County website redesign.**No Action Taken**

RESULT: **NO ACTION TAKEN**

3. Eddie Favre - FY2022/2023 Budget Presentation**No Action Taken**

   The record reflects a brief discussion regarding the FY2022/2023 Budget. The publication dates are as follows: August 17, 2022, August 24, 2022 and Public Hearing on September 6, 2022 in the afternoon. Another meeting will be scheduled between the dates of September 13 - 15, 2022 to adopt the FY2022/2023 Budget and Set the Tax Levy.

RESULT: **NO ACTION TAKEN**

4. Motion to amend the agenda to include budget amendment to advance Hancock County Solid Waste Authority $45,000 on their monthly billing.**Approved**

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to authorize Comptroller to prepare a budget amendment on today's docket to advance Hancock County Solid Waste Authority $45,000 on their monthly billing.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

K. Vector Disease Control

1. Discussion from Kris New and Scott Williams with Vector Disease Control International (VDCI) and Motion to spread on the Minutes VDCI Mosquito Control Report dated August 1, 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

L. County Attorney

Motion to amend Resolution Establishing Supervisor and Justice Court Districts following the 2020 Census, adopting Option 2 (B) Redistricting Map for the Hancock County Board of Supervisors and Redistricting Benchmark Data Map for Justice Court and Constables; the area of Hancock Square and Thames Avenue as well as the Strip Mall by Burger King will be included in District 3. One house will go from District 4 to District 3.

1. Motion to amend Resolution Establishing Supervisor and Justice Court Districts following the 2020 Census, adopting Option 2 (B) Redistricting Map for the Hancock County Board of Supervisors and Redistricting Benchmark Data Map for Justice Court and Constables; the area of Hancock Square and Thames Avenue as well as the Strip Mall by Burger King will be included in District 3. One house will go from District 4 to District 3.**Approved**

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Supervisors Items

A. District 1

B. District 2

C. District 3

D. District 4

E. District 5

1. Discussion regarding dredging at 6251 Pontiac Drive in Jordan River Shores.**No Action Taken**

   RESULT: NO ACTION TAKEN

2. Discussion regarding surveying Bayou Coco cemetery. The record reflects the Road Department will look at all Hancock County cemeteries to determine which ones need to be surveyed and bring back his report to next meeting.**No Action Taken**

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

The record reflects Road Department will look at all county cemeteries to see which ones need surveying and report back to the Board with the findings.

RESULT: NO ACTION TAKEN

9. Public Comments

The record reflects the following spoke to the Board during the Public Comments section:

Clarence Harris spoke to the Board regarding Hancock County Human Resource Agency.

David Pitalo from the Hancock County Solid Waste Department regarding Solar Panels.

10. Executive Session

11. Adjourn/Recess

1. **Motion to:** Motion to recess the meeting at 10:25:00 until Tuesday, August 9, 2022 at 2:00 p.m.**Adopted**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

The Minutes of the August 1, 2022 have been read and approved.

Scotty Adam

Supervisor Scotty Adam, President

Minutes Acceptance: Minutes of Aug 1, 2022 9:00 AM (Board Secretary)

Minutes Acceptance: Minutes of Aug 9, 2022 2:00 PM (Board Secretary)

Hancock County Board of Supervisors

Recessed Meeting Minutes

August 9, 2022 at 2:00 PM

Board Meeting Room

1. Call to Order

A. Pledge of Allegiance
B. Invocation

2. Roll Call

Attendee Name	Title	Status	Arrived
Theresa Ryan	District 1	Present	
Greg Shaw	District 2	Present	
Kodie Koenenn	District 3	Present	
Scotty Adam	District 4	Present	
Darrin Bo Ladner	District 5	Present	

3. Amendments to the Agenda

5.C.2. - Motion to approve the purchase of four (4) 50 foot steel beams, low quote being from Nucor Skyline Steel in the amount of $14,070.00 and spread both quotes on the Minute.

5.C.3. - Motion to approve amending the agenda to add discussion regarding changing speed limit signs to 25 miles per hour in White Cypress.

5.C.4. - Motion to approve amending the agenda to add Motion to approve changing all speed limit signs to 25 miles per hour in White Cypress.

A. **Motion to:** Motion to accept the agenda.**Adopted**

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Darrin Bo Ladner, District 5

AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Announcements

A. The next regular scheduled Board of Supervisor's meeting will be held on Monday, August 15, 2022 at 9:00 a.m.

5. Departmental Agendas

The record reflects Jimmie Ladner, Jr., presented the Board with an overview and highlights of the FY2022/2023 Budget.

A. Sheriff's Office

1. Presentation from Sheriff Ricky Adam regarding FY2022/2023 Budget.**No Action Taken**

RESULT: NO ACTION TAKEN

B. E-911/Dispatch

1. Presentation from E-911, Alisha Stanton, Bob Armstrong, and Heather Smith, regarding FY2022/2023 Budget.**No Action Taken**

RESULT: NO ACTION TAKEN

C. General - others as requested by Board

1. Presentation from Board Secretary, Valerie Fitts, redesign of Hancock County website, agenda, minutes, and live-streaming, regarding FY2022/2023 Budget.**No Action Taken**

RESULT: NO ACTION TAKEN

D. Road Manager

1. Presentation from Road Manager, Vic Johnson, regarding FY2022/2023 Budget.**No Action Taken**

RESULT: NO ACTION TAKEN

2. Motion to approve the purchase of four (4) 50 foot steel beams, low quote being from Nucor Skyline Steel in the amount of $14,070.00 and spread both quotes on the Minutes.**Approved**

Minutes Acceptance: Minutes of Aug 9, 2022 2:00 PM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve changing all speed limit signs to 25 miles per hour in White Cypress.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

E. Parks & Recreation

1. Presentation from Parks and Recreation Director, Kevin Ladner, regarding FY2022/2023 Budget.**No Action Taken**

RESULT:	**NO ACTION TAKEN**

2. Motion to excuse District 4 Supervisor from the remainder of the meeting at 3:55 p.m.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Darrin Bo Ladner
EXCUSED:	Scotty Adam

3. Motion to amend the agenda to add quotes for Necaise and Leetown walking tracks.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Darrin Bo Ladner
EXCUSED:	Scotty Adam

4. Motion to accept low quote for Leetown Walking Track from Kerry S. Gibson, Gibson Maintenance, LLC, in the amount of $13,419.69, contingent upon execution of contract and authorization to perform without performance and payment bonds because under $20,000 as authorized by statute, and spread both quotes on the Minutes.**Approved**

Minutes Acceptance: Minutes of Aug 9, 2022 2:00 PM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Darrin Bo Ladner
EXCUSED:	Scotty Adam

5. Motion to accept low quote for Necaise Walking Tract from Kerry S. Gibson, Gibson Maintenance, LLC, in the amount of $19,404.15, contingent upon execution of contract and authorization to perform without performance and payment bonds because under $20,000 as authorized by statute, and spread both quotes on the Minutes.**Approved**

Minutes Acceptance: Minutes of Aug 9, 2022 2:00 PM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Darrin Bo Ladner
EXCUSED:	Scotty Adam

6. Elected/Appointed Agendas

A. County Administrator

B. County Attorney

7. Supervisors Items

A. District 1

B. District 2

C. District 3

D. District 4

E. District 5

8. Public Comments

The record reflects Ricky Mitchell spoke to the Board regarding dredging of three canals.

9. Executive Session

10. Adjourn/Recess

1. **Motion to:** Motion to adjourn the meeting at 4:26:07 PM.**Adopted**
   The record reflects the Board will commence on Monday, August 15, 2022 at 1:30 with Budget discussions and will break at 2:00 p.m. for Planning and Zoning Public Hearing.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Darrin Bo Ladner
EXCUSED:	Scotty Adam

The Minutes of the August 9, 2022 have been read and approved.

Scotty Adam

Minutes Acceptance: Minutes of Aug 9, 2022 2:00 PM (Board Secretary)

Supervisor Scotty Adam, President

Minutes Acceptance: Minutes of Aug 9, 2022 2:00 PM (Board Secretary)

SECOND CIRCUIT COURT DISTRICT OF THE STATE OF MISSISSIPPI
HARRISON, HANCOCK AND STONE COUNTIES

FILED
AUG 02 2022
KENDRA NECAISE
CIRCUIT CLERK, HANCOCK CO.
BY

IN RE: COURT TERMS 2023

ORDER

This day there came on to be considered by the undersigned Circuit Court Judge, who has been for the longest time continuously a Judge of this Court, the matter of establishing the terms of court for each county within the Circuit Court District for the calendar year 2023 pursuant to **Miss. Code Ann.** §9-7-3.

The Court carefully considered the matter, especially the court dockets of the several courts of the District, including but not limited to the cases tried in the several Courthouses, and does hereby find, determine, and order that the terms of Court in the Second Circuit Court District of the State of Mississippi, shall be held as follows:

HANCOCK COUNTY: On the first Monday of February, three (3) weeks; on the first Monday of April, three (3) weeks; on the first Monday of June, three (3) weeks; on the first Monday of August, three (3) weeks; on the first Monday of October, three (3) weeks; on the last Monday of November three (3) weeks (the December term). A grand Jury shall be empaneled during the February and August terms but a Grand Jury need not be empaneled at the remaining terms unless otherwise directed by an order of the presiding Circuit Judge.

HARRISON COUNTY, First Judicial District, at Gulfport: On the second Monday of January, three (3) weeks; on the first Monday of February, four (4) weeks; on the first Monday of March, four (4) weeks; on the first Monday of April, four (4) weeks; on the first Monday of May four (4) weeks; on the first Monday of June, four (4) weeks; on the first Monday of July four (4) weeks; on the first Monday of August, four (4) weeks; on the first Monday of September, four (4) weeks; on the first Monday of October, three (3) weeks; on the last Monday of October three (3) weeks (the November term); on the last Monday of November, three (3) weeks (the December term). A grand Jury shall be empaneled during the March and September terms unless otherwise directed by an order of the presiding Circuit Judge.

HARRISON COUNTY, Second Judicial District, at Biloxi: On the second Monday of January, three (3) weeks; on the first Monday of February, four (4) weeks; on the first Monday of March for three (3) weeks; on

Attachment: Second Circuit Court District of the State of Mississippi - Harrison, Hancock and Stone Counties - Order in re Court Terms 2023

the first Monday of April, four (4) weeks; on the first Monday of May four (4) weeks; on the first Monday of June, four (4) weeks; on the first Monday of July four (4) weeks; on the first Monday of August, three (3) weeks; on the first Monday of September, three (3) weeks; on the first Monday of October, three (3) weeks; on the last Monday of October three (3) weeks (the November term); on the last Monday of November three (3) weeks (the December term). A grand Jury shall be empaneled during the February and August terms unless otherwise directed by an order of the presiding Circuit Judge.

STONE COUNTY: On the second Monday of January three (3) weeks; on the third Monday of May two (2) weeks; on the third Monday of July, two (2) weeks; on the first Monday of September, three (3) weeks. A Grand Jury shall be empaneled during the January and July terms but a Grand Jury need not be empaneled at the remaining terms unless otherwise directed by an order of the presiding Circuit Judge.

ORDERED that upon entry of this Order on the minutes of the several Courts of this District it shall be posted in the office of the Circuit Clerk in each County within the District and mailed to the office of the Secretary of State for publication and distribution to all members of the Mississippi State Bar and a certified copy shall be delivered to the Clerk of the Board of Supervisors for each County within this the Circuit Court District.

ORDERED this the 2nd day of August, 2022.

LISA P. DODSON
SENIOR CIRCUIT JUDGE
SECOND CIRCUIT COURT DISTRICT

STATE OF MISSISSIPPI
COUNTY OF HANCOCK
I, KENDRA NECAISE Clerk of the Circuit Court of Hancock County Mississippi do certify that the above and foregoing constitutes a true and correct copy and general transcript of:
Court Terms
recorded in Min Book No. 2022 Page
as now appears filed for record in my office
Given under my hand and seal of office in the City of Bay St. Louis, Hancock County, Mississippi, this the 2 day of Aug 20 22
KENDRA NECAISE, CIRCUIT CLERK
BY D.C.

KENDRA NECAISE
CLERK COUNTY CIRCUIT CLERK

Attachment: Second Circuit Court District of the State of Mississippi - Harrison, Hancock and Stone Counties - Order in re Court Terms 2023

JUDGE ASSIGNMENTS- TERMS OF COURT 2023
HARRISON, HANCOCK AND STONE COUNTIES

JANUARY	GPT I	GPT II	BILOXI	HANCOCK	STONE	
2		NON	JURY	WEEK 1		
9	LD	CS	LB		RM(GJ)	
16	LD	CS	LB		RM	MLK HOLIDAY- 1/16
23	LD	CS	LB		RM	
30		NON	JURY	WEEK 2		
FEBRUARY	**GPT I**	**GPT II**	**BILOXI**	**HANCOCK**	**STONE**	
6	LB	RM	LD(GJ)	CS(GJ)		
13	LB	RM	LD	CS		
20	LB	RM	LD	CS		PRES. DAY- 2/20 MARDI GRAS-2/21
27	LB	RM/CS	LD			
MARCH	**GPT I**	**GPT II**	**BILOXI**	**HANCOCK**	**STONE**	
6	LB/LD(GJ)	RM	CS			
13	LB/LD	RM	CS			
20	LB/LD	RM	CS			
27	LB/LD	RM				
APRIL	**GPT I**	**GPT II**	**BILOXI**	**HANCOCK**	**STONE**	
3	LD	CS	RM	LB		GOOD FRI.- 4/7
10	LD	CS	RM	LB		
17	LD	CS	RM	LB		
24	LD/LB	CS	RM			CONF. MEM. DAY- 4/24 CONFERENCE-4/26-28
MAY	**GPT I**	**GPT II**	**BILOXI**	**HANCOCK**	**STONE**	
1	LD	CS/RM	LB			
8	LD	RM/CS	LB			
15	LB	RM	CS		LD	
22	LB	RM	CS		LD	
29		NON	JURY	WEEK 3		MEM. DAY- 5/29
JUNE	**GPT I**	**GPT II**	**BILOXI**	**HANCOCK**	**STONE**	
5	LB	RM	LD	CS		
12	LB	RM	LD	CS		
19	LB	RM	LD	CS		
26	LB	RM/CS	LD			

Attachment: Second Circuit Court District of the State of Mississippi - Harrison, Hancock and Stone Counties - Order in re Court Terms 2023

JULY	GPT I	GPT II	BILOXI	HANCOCK	STONE	
3	LD/LB	RM	CS			4TH OF JULY
10	LD/LB	RM	CS			
17	LD	RM	LB		CS(GJ)	BAR CONVENTION- 7/18-7/20
24	LD	RM	LB		CS	
31		NON	JURY	WEEK 4		
AUGUST	**GPT I**	**GPT II**	**BILOXI**	**HANCOCK**	**STONE**	
7	LB	CS	RM(GJ)	LD(GJ)		
14	LB	CS	RM	LD		
21	LB	CS	RM	LD		
28	LB/LD	CS/RM				
SEPTEMBER	**GPT I**	**GPT II**	**BILOXI**	**HANCOCK**	**STONE**	
4	LD(GJ)	RM	CS		LB	LABOR DAY- 9/4
11	LD	RM	CS		LB	
18	LD	RM	CS		LB	
25	LD/LB	RM				
OCTOBER	**GPT I**	**GPT II**	**BILOXI**	**HANCOCK**	**STONE**	
2	LD	CS	RM	LB		CRUSIN'-10/1-10/8
9	LD	CS	RM	LB		
16	LD	CS	RM	LB		
23		NON	JURY	WEEK 5		CONFERENCES
NOVEMBER	**GPT I**	**GPT II**	**BILOXI**	**HANCOCK**	**STONE**	
OCT. 30	LB	CS/RM	LD			START NOV. TERM
6	LB	CS/RM	LD			VETERAN'S DAY- 11/10- observed
13	LB	CS/RM	LD			
20		NON	JURY	WEEK 6		THANKSGIVING- 11/23
DECEMBER	**GPT I**	**GPT II**	**BILOXI**	**HANCOCK**	**STONE**	
NOV. 27	LD	CS	LB	RM		START DEC. TERM
4	LD	CS	LB	RM		
11	LD	CS	LB	RM		
18		NON	JURY	WEEK 7		
25		NON	JURY	WEEK 8		CHRISTMAS- 12/25

Attachment: Second Circuit Court District of the State of Mississippi - Harrison, Hancock and Stone Counties - Order in re Court Terms 2023

IN THE CIRCUIT COURT OF HANCOCK COUNTY, MISSISSIPPI

FINAL REPORT OF THE FEBRUARY 2022 TERM GRAND JURY

TO THE HONORABLE CIRCUIT JUDGE LISA P. DODSON

We the members of the February, 2022 Grand Jury, having been duly empanelled, sworn and charged on February 8, 2022 by the Honorable Christopher Schmidt, executed the duties as members of the Hancock County Grand Jury for the term from February, 2022 to August, 2022. We were in session a total of 9 days and submit the following report.

CASES SUBMITTED TO THE GRAND JURY

84	True Bills
34	No Bills
1	Cases Passed to the February, 2022 Grand Jury
34	Cases Returned to Law Enforcement
2	Cases Docketed in Error
155	Total cases considered.

FILED
AUG 10 2022
KENDRA NECAISE
CIRCUIT CLERK, HANCOCK CO.
By D.C.

Of these True Bills of Indictment, 13 cases were returned as Enhanced Penalties and 7 cases were returned as Habitual Offenders.

THE FOLLOWING APPEARED BEFORE THE GRAND JURY

FOR DISCUSSION OF THEIR RESPONSIBILTIES

KENDRA NECAISE, HANCOCK COUNTY CIRCUIT CLERK,

RICKY ADAM, HANCOCK COUNTY SHERIFF,

TIM KELLAR, HANCOCK COUNTY CHANCERY CLERK,

JIMMIE LADNER, HANCOCK COUNTY TAX ASSESSOR AND COLLECTOR,

Attachment: February 2022 Final Grand Jury Report (11272 : Spread Final Report of the February 2022 Term Grand Jury)

recommends that all law enforcement agencies continue to use the forensic interview services of the Hope Haven Child Advocacy Center and attend all interviews in cases involving child victims. The Grand Jury recommends that the Hancock County Detention Facility continue clinical therapeutic mental health services to inmates. The Grand Jury also recommends that all law enforcement agencies continue to evaluate staffing levels to ensure appropriate coverage in the areas of drug enforcement and patrol. The Grand Jury also recommends continued interagency cooperation to improve information sharing and investigations. The Grand Jury recommends that local governments explore public, private and faith based partnerships to establish drug treatment facilities within Hancock County.

Hancock County Courthouse

The Grand Jury recommends the Board of Supervisors and other officials continue to evaluate space reallocation and electronic records storage options at the Hancock County Courthouse to facilitate creation of a prisoner holding cell.

County Government Facilities

The Grand Jury recommends the Board of Supervisors and local municipalities conduct an evaluation of public property to identify specific areas that need additional cameras and lighting for public parks, campgrounds and piers for better public safety and to aid law enforcement.

The Grand Jury recommends that at the beginning of each term they receive progress reports and data from each agency and the Board of Supervisors regarding previous recommendations. There being no further matters to consider at this time, the Grand Jury respectfully requests that it be dismissed.

Attachment: February 2022 Final Grand Jury Report (11272 : Spread Final Report of the February 2022 Term Grand Jury)

KEVIN CRAFT, MISSISSIPPI FORESTRY COMMISSION,

TERESA MERWIN, HANCOCK COUNTY SCHOOL DISTRICT

SCOTTY ADAM, HANCOCK COUNTY BOARD OF SUPERVISORS

The Grand Jury visited the Hancock County Adult Detention Center.

The Grand Jury recognizes that work has been done to address a number of past concerns of the previous Grand Jury and recommends a continued focus on the following matters:

Law Enforcement

The Grand jury recommends local governments review and evaluate law enforcement salaries, benefits and bonuses and allocate funds to ensure pay is more attractive and competitive with similar law enforcement agencies and develop strategies to mitigate turnover and increase retention. The Grand Jury recommends that the State Legislature ensure appropriate funding for competitive salaries and resources to the MS Forensics Laboratory to avoid substantial delays in completing cases and for timely processing of evidence to ensure speedy trial. We also recommend that law enforcement receive hands on training and education regarding best practices in investigative techniques and evidentiary training, to include training in computer forensics, cell phone exploitation, evidence handling, investigation of child abuse cases, and addressing mental illness. The Grand Jury also recommends that law enforcement agency leadership regularly review case tracking software to ensure speedy trial. The Grand Jury recommends law enforcement agencies continue investment in additional safety equipment, as well as data storage and body-worn cameras for officers. The Grand Jury also recommends that all law enforcement agencies evaluate IT equipment, applications and backup systems to follow best practices for handling technology services ensure protection of evidence. The Grand Jury

Attachment: February 2022 Final Grand Jury Report (11272 : Spread Final Report of the February 2022 Term Grand Jury)

RESPECTFULLY SUBMITTED, this the 10 day of August, 2022.

Patrick B. Cuevas

PATRICK CUEVAS
FOREMAN OF THE GRAND JURY
FEBRUARY 2022 TERM

Attachment: February 2022 Final Grand Jury Report (11272 : Spread Final Report of the February 2022 Term Grand Jury)

OFFICE OF THE CORONER

HANCOCK COUNTY, MISSISSIPPI
854 U.S. HIGHWAY 90
BAY ST. LOUIS, MS 39520

JEFF HAIR
CORONER

CELL: (228) 493-90
DISPATCH: (228) 255-51
JHair@co.hancock.ms

August 8, 2022

Board of Supervisors
Hancock County
854 Highway 90 Suite A
Bay St. Louis, MS 39520

Dear Honorable Board Members:

We currently have the body of William McGarry who died on 7/28/2022 being kept at Bradford-O'Keefe Funeral Home. He was a resident at 25550 Broadridge Drive Picayune, MS 39466. Bradford-O'Keefe and myself have spoken with family members of Mr. McGarry in an attempt to have him interred and have determined that the Family has abandoned his remains. I am asking at this time for the Board to consider Mr. McGarry as an Unclaimed/Abandoned body and to assist with the cremation directed by Bradford-O'Keefe Funeral Home, Biloxi, MS 39530.

Bradford-O'Keefe Funeral Home Fee: $500.00

Regards,

Jeff Hair, Coroner
Hancock County, Mississippi

Attachment: William McGarry Unclaimed-Abandoned Body Letter (11282 : Discussion/Accept Pauper Declaration for William McGarry)

MISSISSIPPI GULF COAST CREMATORY

675 Howard Ave., Biloxi, MS 39530 (228) 374-5650

JACKET NUMBER 23-00121 DATE 7-29-22

CREMATION AUTHORIZATION AND DISPOSITION

Authorization

I (We), the undersigned (the "Authorizing Agent(s)"), hereby authorize and request Mississippi Gulf Coast Crematory in accordance with and subject to its rules and regulations, and any applicable state or local laws or regulations, to cremate the human remains of William Peter McGarry Jr. (the "decedent") and to arrange for the final disposition of the cremated remains, as set forth on this form.

Initials of AA JH

I (We) have identified the human remains that were delivered to the funeral home as the decedent, and have authorized the funeral home to deliver the decedent to Mississippi Gulf Coast Crematory for cremation.

Initials of AA JH

I (We) have read the attached document entitled "Mississippi Gulf Coast Crematory Policies, Procedures and Requirements", and hereby authorize Mississippi Gulf Coast Crematory to perform the cremation of the decedent in accordance with that document.

Initials of AA _____

Identification

Date of Death 7-28-22 Place of Death Residence ✓ Sex M Age 62

Did the decedent die of natural causes? Yes ✓ No _____

If No, please explain _____

Was death caused by an infectious or contagious disease? Yes _____ No ✓

If Yes, please explain _____

Pre-Need Cremation Arrangements

Did the decedent arrange for his or her own cremation, on a pre-need basis? Yes _____ No _____

Did the decedent leave a will with written instructions to be cremated? Yes _____ No _____

Did the decedent execute a pre-need cremation contract? Yes _____ No _____

Is this being filled out as a pre-need cremation authorization form? Yes _____ No _____

Did the decedent leave oral instructions to be cremated? Yes _____ No _____

If yes, with whom _____

Did the decedent arrange for final disposition of the cremated remains? Yes _____ No _____

If yes, please describe _____

Pacemakers, Prostheses and Radioactive Implant

Please initial one of the next two paragraphs

The decedent's remains **DO NOT** contain a Pacemaker, Radioactive Implant or any other device that could be harmful to the crematory. They are safe to cremate.

Initials of AA JH

The Mississippi Gulf Coast Crematory requires all Pacemakers, Radioactive Implants and/or harmful or nonhuman implants be removed prior to cremation. I hereby instruct the funeral home to remove any such devices implanted in or attached to the decedent such as:

_____

Initials of AA _____

Attachment: William McGarry Cremation Authorization (11282 : Discussion/Accept Pauper Declaration for William McGarry)

Witnessing

Are there any people who wish to witness the casket or container being placed in the cremation chamber?

Yes _____ No _____

If Yes, please provide their names _____

Merchandise

Type of casket or container Alt Container

Size and type of urn or container selected _____

Separation of Cremains

We, the legal next of kin hereby authorize Mississippi Gulf Coast Crematory to separate and/or divide the cremated remains for the purposes of:

❑ Personal Keepsakes _____ ❑ Other _____

❑ Jewelry _____ ❑ _____

❑ Personal Urns _____ ❑ _____

_____ _____ X _____

Date PRINTED Name Signature

Final Disposition

After the cremation has taken place, the cremated remains have been processed and the processed cremated remains placed in the designated receptacle. Mississippi Gulf Coast Crematory will arrange for the disposition of the cremated remains as follows, and the Authorizing Agent(s) hereby authorizes Mississippi Gulf Coast Crematory to release, deliver, transport, or ship the cremated remains as specified.

1. ___ Deliver the cremated remains to _____

cemetery, with which arrangements have already been made for the cremated remains to be _____

2. ___ Deliver or ___ Release cremated remains to the following designated person: Jeff Hair

PRINT Name _____ Relationship Coroner

Address _____

Date of Release _____ Signature X _____

3. ___ Deliver the cremated remains to the U. S. Post Office for shipment(s) by Registered, Return Receipt Mail to:

_____

for permanent disposition. (Attach a copy of carrier receipt)

4. ___ Return cremated remains to arranging funeral home within 10 days.
(If options 3, 4 or 6 are selected, then I (We) agree to assume all liability that may arise from such shipment, and to indemnify and hold Mississippi Gulf Coast Crematory harmless from any and all claims that may arise from such shipment.)

5. ___ Arrange for the disposition of the cremated remains at the discretion of Mississippi Gulf Coast Crematory. The Authorizing Agent(s) understands that if this option is selected, then final disposition may include the commingling of the cremated remains with other cremated remains, and that thereafter the cremated remains of the decedent shall not be recoverable.

6. ___ Other _____

_____

Initials of AA _____

Attachment: William McGarry Cremation Authorization (11282 : Discussion/Accept Pauper Declaration for William McGarry)

Authority of Authorizing Agent

I (We) hereby certify that the decedent left the following surviving heirs at law:

Spouse Yes _____ No _____ Name _____

Children Yes _____ No _____ How Many _____ Name(s) _____

_____

_____

_____

_____

Parents Yes _____ No _____ How Many _____ Name(s) _____

_____

Siblings Yes _____ No _____ How Many _____ Name(s) _____

_____

If all responses are no, the person(s) in the next degree of kinship to the decedent is (are): _____

_____

If the legal next of kin or if all persons of the same degree of kinship are not signing below, a written explanation must be completed by the person(s) signing below as Authorizing Agent(s). Separate authorization(s), if necessary, shall be attached to, and considered part of, this form.

Therefore, I (We), the undersigned, hereby certify that I am the closest living next of kin of the decedent and that I am related to the decedent as his/her, _____ or that I otherwise serve (served) in the capacity of _____ to the decedent, that I have charge of the remains of the decedent and as such possess full legal authority and power, according to the laws of the State of Mississippi, to execute the authorization form and to arrange for the cremation and disposition of the cremated remains of the decedent. In addition, I am aware of no objection to this cremation by any spouse, child, parent or sibling specified.

Limitation of Liability

As the Authorizing Agent(s) I (We) hereby do indemnify, defend, and hold harmless Mississippi Gulf Coast Crematory, its officers, agents and employees, of and from any and all claims, demands, causes or causes of actions, and suits of every kind, nature and description, in law or equity, including any legal fees, costs and expenses of litigation, arising as a result of, based upon or connected with this authorization, including the failure to properly identify the decedent or the human remains transmitted to Mississippi Gulf Coast Crematory, the processing, shipping and final disposition of the decedent's cremated remains. The failure to take possession of or make proper arrangements for the final disposition of the cremated remains, any damage due to harmful or exploding implants, claims brought by any other persons(s) claiming the right to control the disposition of the decedent or the decedent's cremated remains, or any other action performed by Mississippi Gulf Coast Crematory, its officers, agents, or employees, pursuant to this authorization, excepting only acts of willful negligence.

Initials of AA _____

PDQ 01/18/22

Attachment: William McGarry Cremation Authorization (11282 : Discussion/Accept Pauper Declaration for William McGarry)

Signature of Authorizing Agent(s)

THIS IS A LEGAL DOCUMENT

IT CONTAINS IMPORTANT PROVISIONS CONCERNING CREMATION.
CREMATION IS IRREVERSIBLE AND FINAL.
READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

By executing this Cremation Authorization Form as Authorizing Agent(s), the undersigned warrant that all representations and statements contained on this form are true and correct, that these statements were made to induce Mississippi Gulf Coast Crematory to cremate the human remains of the decedent, and that the undersigned have read and understand the provisions contained on this form.

Executed at Edmond Fahey Funeral Home, this 8 day of August 20 2022.

Name 854 Hwy. 90 Suite A — Signature BAY ST. LOUIS, MS 39520

Address 228 493-5011 — CMEI

Phone No. ( ) — Relationship

Name — Signature

Address

Phone No. ( ) — Relationship

Name — Signature

Address

Representation of Funeral Director

By executing this authorization form as a licensed funeral director and agent/employee of the funeral home indicated below, I warrant to the best of my knowledge the following:

1. That our funeral home was responsible for making arrangement with the Authorizing Agent(s) for the cremation of decedent and that I have reviewed this authorization form with the Authorizing Agent(s).
2. That no member of our funeral home has any knowledge or information that would lead us to believe that any of the answers provided on this form, by the Authorizing Agent(s), are incorrect.
3. That the human remains delivered to Mississippi Gulf Coast Crematory and represented as the human remains specified on this form are in fact the human remains that were identified to our funeral home as the decedent.
4. That our funeral home obtained all necessary permits authorizing the cremation of the decedent, and that those permits are attached.
5. That the representations contained above concerning the decedent's cause of death and regarding any infectious or contagious disease are true.
6. That the representations contained above concerning a pacemaker and any other material or implant that may be potentially hazardous are true.

Name _____ Case No. _____

Date of Cremation _____, 20 ____

Time Cremation Started _____ AM PM

Time Cremation Completed _____ AM PM

Type of Container _____

Remarks _____

Signature of Operator

Signature of Funeral Director as Witness for Signature(s) of Authorizing Agent(s)

Name and Address of Funeral Home

PDQ 01/18/22

Attachment: William McGarry Cremation Authorization (11282 : Discussion/Accept Pauper Declaration for William McGarry)

TIMOTHY A. KELLAR
CHANCERY CLERK - LAND REDEMPTION
854 HWY 90, STE B
BAY ST. LOUIS, MISSISSIPPI 39520

THE FIRST, A NATIONAL BANK ASC
800 HWY 90, BAY ST. LOUIS, MS 39520
85-336
653

CHECK # 313

VOID AFTER 1 YEAR

CHK DATE	AMOUNT
8/01/2022	$****16741.6

****16741 DOLLARS & 66 CENTS

PAY TO THE ORDER OF:

HANCOCK COUNTY

00000

NON-NEGOTIABLE
NON-NEGOTIABLE
NON-NEGOTIABLE

<0031384< *065303360* <0805007051< 0001674166

Attachment: 20220805160344 (11227 : Spread Chancery Clerk's Land Redemption Settlement Check for July)

Vendor	Invoice	----Pay To----	Amount	Typ	JNL	CHECK#	BK
20 0117	2022073080	DAUNTLESS INVESTMENTS	362.94 *	R	A		F
19 0069	2022073035	ELIZABETH B RODRIGUEZ	214.10 *	R	A		F
20 0033	2022073060	FIG 20 LLC	11953.55 *	R	A		F
19 0211	2022073052	FIRST AFFORDABLE FINAN	557.02 *	R	A		F
20 0227	2022073089	GANESHA TAX INVESTMENT	1112.57 *	R	A		F
19 0161	2022073044	GUARDIAN TAX MS LLC	20233.33 *	R	A		F
CO	2022073003	HANCOCK COUNTY	4127.01 *	R	A		F
GENC	2022073007	HANCOCK COUNTY	16741.66 *	R	A		F
CST00	2022073004	HANCOCK COUNTY CONSTAB	800.00 *	R	A		F
SHF23	2022073011	HANCOCK COUNTY SHERIFF	3860.00 *	R	A		F
MDAH	2022073008	HANCOCK CTY(FOR DEPT O	294.00 *	R	A		F
SHF24	2022073012	HARRISON COUNTY SHERIF	90.00 *	R	A		F
19 0153	2022073040	HIGH SIERRA TAX SALE P	5853.06 *	R	A		F
19 0198	2022073048	HOME EXPERT SOLUTIONS	5420.59 *	R	A		F
SHF30	2022073013	JACKSON COUNTY SHERIFF	105.00 *	R	A		F
19 0201	2022073049	JALEESA D JACKSON	137.03 *	R	A		F
19 0025	2022073025	JIM BECKHAM	523.04 *	R	A		F
20 0101	2022073076	JOHN JAMES CHILIMIGRAS	2073.28 *	R	A		F
SHF34	2022073014	JONES COUNTY SHERIFFS	45.00 *	R	A		F

Attachment: 2022080516034 4 (11227 : Spread Chancery Clerk's Land Redemption Settlement Check for July)

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVIC

3036 Longfellow Drive
P.O. Box 2795
Bay St. Louis, MS 39521

Phone: 228.467.2770
Fax: 228.467.2720

comptonengineering.com

PASCAGOULA
BILOXI
BAY ST. LOUIS

July 28, 2022

Hancock County Board of Supervisors
854 Hwy 90
Bay St. Louis, MS 39520

Re: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road
Closeout Documents
(C.E. Job #: 220-076.005)

Dear Members:

Please find enclosed the following Closeout Documents for the above referenced project:

1. Substantial Completion Certificate
2. Final Payment Application and Certificate Signature Page
3. Payment Application No. 5 & Final
4. Contract Completion Certificate
5. Recommendation for Final Acceptance of Contract
6. Final Completion Inspection Report
7. Final Waiver of Lien
8. Consent of Surety to Final Payment
9. Change Order No. 4 (Summary Change Order)

Once approved and signed, please return originals of the above referenced Closeout Documents to our office for further handling.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Geoffrey F. Clemens, P.E.
Project Engineer

Enclosures

pc: Hemphill Construction Company

M:\2020\220-076 - HCBOS - Task Order\220-076.005 - HCBOS - Bridge No. 46 Bayou Marone on Bayou LaCroix Road\Docs\Closeout Docs\Closeout Letter.doc

Attachment: Closeout Letter to HCBOS (11249 : Approve Bridge No.46 Bayou Marone Closeout)

Certification of Substantial Completion

Electronic Format

OWNER	☐
ARCHITECT/ENGINEER	☐
CONTRACTOR	☐
FIELD	☐
OTHER	☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

PROJECT:
(Name and Address)
Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road

PROJECT NUMBER: **220-076.005**

CONTRACT FOR: $549,788.85

CONTRACT DATE: October 19, 2021

TO OWNER:
(Name and Address)
Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, MS 39520

TO CONTRACTOR:
(Name and Address)
Hemphill Construction Company
1858 Hwy 49 South
Florence, MS 39073

DATE OF ISSUANCE: 03/31/2022

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Project is substantially complete and ready for use.

The WORK performed under this CONTRACT has been reviewed and found, to the Architect/ Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the WORK when the WORK or designation portion thereof is sufficiently complete in accordance with the CONTRACT DOCUMENTS so the OWNER can occupy or utilize the WORK for its intended use. The date of SUBSTANTIAL COMPLETION of the PROJECT or portion thereof designated above is hereby established as 03/31/2022

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all WORK in accordance with the CONTRACT DOCUMENTS.

7/20/22 — 7/20/2022

ARCHITECT/ENGINEER Date — CONTRACTOR Date

The OWNER accepts the WORK or designated portion thereof as substantially complete and will assume full possession thereof at 12:00pm on March 31, 2022.

OWNER Date

M:\2020\220-076 - HCBOS - Task Order\220-076.005 - HCBOS - Bridge No. 46 Bayou Marone on Bayou LaCroix Road\Docs\Closeout Docs\Certification of Substantial Completion.doc

Attachment: Closeout Letter to HCBOS (11249 : Approve Bridge No.46 Bayou Marone Closeout)

FINAL PAYMENT APPLICATION AND CERTIFICATE SIGNATURE PAGE

Dated: July 13, 2022

Project: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road		Engineer's Project No.: 220-076.005
Contractor: Hemphill Construction Company		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 1858 Hwy 49 South Florence, MS 39073		

I hereby acknowledge that this contract has been completed in substantial compliance with the items of the Agreement, Specifications and Plans. I, therefore, recommend acceptance of the work and processing of this final estimate as showing the total amount of money due to the Contractor in compliance with the terms of the Contract.

Compton Engineering, Inc., Engineer

By: _____
Authorized Signature

Title: PLES

Date: 7/20/22

Hancock County Board of Supervisors, Owner

By: _____
Authorized Signature

Title: _____

Date: _____

With the acceptance of this final payment, we, the Contractor, release the Owner and the Engineer and their Agents, from all claims and all liability to us, the Contractor, for all things done or furnished in connection with the Work, and every act of the Owner and others relating to, or arising, out of the Work.

Hemphill Construction Company, Contractor

By: _____
Authorized Signature

Title: President

Date: 7/25/2022

Attachment: Closeout Letter to HCBOS (11249 : Approve Bridge No.46 Bayou Marone Closeout)

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 053122-05

To Customer: Hancock County Board of Supervisors
854 Hwy 90
Bay St. Louis, MS 39520

Project: H21122- Hancock County Bridge #46

Via Engineer: Compton Eng
854 Hwy 90
Bay St. Louis, MS 39520

Application No. : JB App #5
Period From: 5/1/2022
Period To: 5/31/2022

FINAL

Distribution to :
- ☐ Owner
- ☐ Engineer
- ☐ Contractor
- ☐
- ☐

From Contractor: Hemphill Construction Company, Inc.
PO Drawer 879
1858 Hwy 49 South
Florence, MS 39073

Owner: Hancock Cnty Board of Supervisor
854 Hwy 90
Bay St. Louis, MS 39520

External Contract No. N/A

Contract Date:

Application Date: 6/2/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	$549,788.85
2. Net Change By Change Order	-$12,180.58
3. Contract Sum To Date	$537,608.27
4. Work Completed To Date	$537,608.27
5. Stored Materials Inventory	$0.00
6. Total Completed and Stored To Date	$537,608.27
7. Retainage	
a. Maximum Retainage is not in effect.	
b. Securities are not furnished in lieu of Retainage.	$0.00
c. Retainage on Work Completed to Date 0.00 %	$0.00
d. Retainage on Stored Materials Inventory 0.00 %	$0.00
e. Total Calculated Retainage	$0.00
f. Total Retainage To Be Withheld	$0.00
8. Total Earned Less Retainage	$537,608.27
9. Less Previous Certificates For Payments	$537,608.27
10. Current Payment Due	$0.00
11. Balance to Finish, Plus Retainage	$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$0.00	$12,180.58
TOTALS	$0.00	$12,180.58
Net Changes By Change Order	-$12,180.58	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hemphill Construction Company, Inc.

By: _____ Date: 6/2/2022

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 2nd day of June 2022

Notary Public: Amy L Whiteley

My Commission expires: January 12, 2023

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 98009 AMY L. WHITELEY Commission Expires Jan. 12, 2023 RANKIN COUNTY

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED **$ 0.00**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: **OWNER:**

By: _____ Date: 7/20/22 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Attachment: Closeout Letter to HCBOS (11249 : Approve Bridge No.46 Bayou Marone Closeout)

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #5
Application Date : 06/02/22
Period From: 05/01/22
Period To: 05/31/22
External Contract No.:

Invoice # : 053122-05

Contract : H21122- Hancock County Bridge #46

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
1	MOBILIZATION	LS	1.00	$74,500.00	$74,500.00	1.00	0.00	1.00	$74,500.00	$0.00	0.00	$74,500.00	$0.00	100.00%
2	CLEARING & GRUBBING	LS	1.00	$5,000.00	$5,000.00	1.00	0.00	1.00	$5,000.00	$0.00	0.00	$5,000.00	$0.00	100.00%
3	REMOVAL OF BRIDGE @ STA 12+34.20	UDY	1.00	$11,875.00	$11,875.00	1.00	0.00	1.00	$11,875.00	$0.00	0.00	$11,875.00	$0.00	100.00%
	REMOVAL OF ASPHALT	SQ	30.55	$12.95	$395.62	30.55	0.00	30.55	$395.62	$0.00	0.00	$395.62	$0.00	100.00%
5	UNCLASSIFIED EXCAVATION (FM)	CY	180.00	$11.85	$2,133.00	180.00	0.00	180.00	$2,133.00	$0.00	0.00	$2,133.00	$0.00	100.00%
	BORROW EXCAVATION (CONTRACTORFURNISHED)(LVM)(CLASS 7)	CY	51.00	$17.65	$900.15	51.00	0.00	51.00	$900.15	$0.00	0.00	$900.15	$0.00	100.00%
	CRUSHED STONE (SIZE 610)	TON	60.98	$62.50	$3,810.00	60.98	0.00	60.98	$3,810.00	$0.00	0.00	$3,810.00	$0.00	100.00%
	HOT MIX ASPHALT (ST) (9.5 MM) (SURFACE)	TON	64.46	$275.00	$17,726.50	64.46	0.00	64.46	$17,726.50	$0.00	0.00	$17,726.50	$0.00	100.00%
	HOT MIX ASPHALT (ST) (19 MM) (BASE)	TON	46.97	$365.00	$17,144.05	46.97	0.00	46.97	$17,144.05	$0.00	0.00	$17,144.05	$0.00	100.00%
10	CRASH ATTENUATOR	EA	4.00	$33,450.00	$133,800.00	4.00	0.00	4.00	$133,800.00	$0.00	0.00	$133,800.00	$0.00	100.00%
11	MAINTENANCE OF TRAFFIC	LS	1.00	$7,000.00	$7,000.00	1.00	0.00	1.00	$7,000.00	$0.00	0.00	$7,000.00	$0.00	100.00%
12	ADDITIONAL CONSTRUCTION SIGNS	SQ	0.00	$10.00	$0.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$0.00	0.00%
13	4" WIDE THERMOPLASTIC EDGE STRIPE(CONTINUOUS WHITE) (90 MILS	LF	600.00	$2.50	$1,500.00	600.00	0.00	600.00	$1,500.00	$0.00	0.00	$1,500.00	$0.00	100.00%
14	4" WIDE THERMOPLAST IC T RAFFIC ST RIPE (CONTINUOUS YELLOW)	LF	600.00	$2.50	$1,500.00	600.00	0.00	600.00	$1,500.00	$0.00	0.00	$1,500.00	$0.00	100.00%
15	REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TY	EA	4.00	$150.00	$600.00	4.00	0.00	4.00	$600.00	$0.00	0.00	$600.00	$0.00	100.00%
	AGRICULTURAL LIMESTONE	TON	0.00	$300.00	$0.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$0.00	0.00%
	COMMERCIAL FERTILIZER (13:13:13)	TON	0.10	$950.00	$95.00	0.10	0.00	0.10	$95.00	$0.00	0.00	$95.00	$0.00	100.00%
	AMMONIUM NITRATE	TON	0.00	$1,850.00	$0.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$0.00	0.00%
	SEEDING	AC	0.25	$1,200.00	$300.00	0.25	0.00	0.25	$300.00	$0.00	0.00	$300.00	$0.00	100.00%
	VEGETATIVE MATERIALS FOR MULCH	TON	0.50	$500.00	$250.00	0.50	0.00	0.50	$250.00	$0.00	0.00	$250.00	$0.00	100.00%
	TEMPORARY SILT FENCE (TYPE V) (AOS 0.15 -0.84)	LF	300.00	$5.75	$1,725.00	300.00	0.00	300.00	$1,725.00	$0.00	0.00	$1,725.00	$0.00	100.00%
	WATTLES, 20"	LF	0.00	$6.00	$0.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$0.00	0.00%
23	TEST PILE	EA	2.00	$4,500.00	$9,000.00	2.00	0.00	2.00	$9,000.00	$0.00	0.00	$9,000.00	$0.00	100.00%
24	CONVENTIONAL STATIC PILE LOAD TEST	EA	0.00	$4,000.00	$0.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$0.00	0.00%
	14" PRESTRESSED CONCRETE PILING	LF	560.00	$90.00	$50,400.00	560.00	0.00	560.00	$50,400.00	$0.00	0.00	$50,400.00	$0.00	100.00%
26	19' PRECAST CONCRET E SLAB UNIT, 3.5'INTERIOR	EA	12.00	$3,895.00	$46,740.00	12.00	0.00	12.00	$46,740.00	$0.00	0.00	$46,740.00	$0.00	100.00%
27	31' PRECAST CONCRET E SLAB UNIT, 3.5'INTERIOR	EA	6.00	$6,085.00	$36,510.00	6.00	0.00	6.00	$36,510.00	$0.00	0.00	$36,510.00	$0.00	100.00%

8.H.1.a

Attachment: Closeout Letter to HCBOS (11249 : Approve Bridge No.46 Bayou Marone Closeout)

Packet Pg. 390

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #5
Application Date : 06/02/22
Period From: 05/01/22
Period To: 05/31/22
External Contract No.:

Invoice # : 053122-05

Contract : H21122- Hancock County Bridge #46

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
28	19' PRECAST CONCRET E SLAB UNIT, 3.5'EXTERIOR	EA	4.00	$3,985.00	$15,940.00	4.00	0.00	4.00	$15,940.00	$0.00	0.00	$15,940.00	$0.00	100.00%
29	31' PRECAST CONCRET E SLAB UNIT, 3.5'EXTERIOR	EA	2.00	$6,375.00	$12,750.00	2.00	0.00	2.00	$12,750.00	$0.00	0.00	$12,750.00	$0.00	100.00%
30	PRECAST CONCRET E BARRIER RAIL	LF	138.00	$245.00	$33,810.00	138.00	0.00	138.00	$33,810.00	$0.00	0.00	$33,810.00	$0.00	100.00%
31	31' PRECAST CONCRET E CAP, INTERMEDIAT EUNIT, CONCRETE PILE	EA	2.00	$7,725.00	$15,450.00	2.00	0.00	2.00	$15,450.00	$0.00	0.00	$15,450.00	$0.00	100.00%
32	31' PRECAST CONCRETE CAP, END UNIT,CONCRET E PILE	EA	2.00	$7,725.00	$15,450.00	2.00	0.00	2.00	$15,450.00	$0.00	0.00	$15,450.00	$0.00	100.00%
33	9.25' PRECAST WING	EA	4.00	$2,125.00	$8,500.00	4.00	0.00	4.00	$8,500.00	$0.00	0.00	$8,500.00	$0.00	100.00%
	LOOSE RIP RAP (300 LB)	TON	149.95	$80.00	$11,996.00	149.95	0.00	149.95	$11,996.00	$0.00	0.00	$11,996.00	$0.00	100.00%
	GEOTEXTILE UNDER RIP RAP, TYPE V, AOS0.21 - 0.43	SY	248.60	$3.25	$807.95	248.60	0.00	248.60	$807.95	$0.00	0.00	$807.95	$0.00	100.00%
	Totals				$537,608.27				$537,608.27	$0.00	$0.00	$537,608.27	$0.00	100.00%
	Grand Totals				$537,608.27				$537,608.27	$0.00	$0.00	$537,608.27	$0.00	100.00%

CONTRACT COMPLETION CERTIFICATE

Dated: July 13, 2022

Project: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road		Engineer's Project No.: 220-076.005

Contractor:
Hemphill Construction Company

Contractor's Address: (send Certified Mail, Return Receipt Requested)
1858 Hwy 49 South

Florence, MS 39073

Date Contract Executed: October 19, 2021	Type of Work: Remove and dispose of 3@19 concrete with wood substructure and replacing with 1@19-1@31-1@19 precast concrete bridge and associated guardrail, riprap, and signage, and approach work.
Date of Notice to Proceed: January 19, 2022	

This is to acknowledge that the work covered by the above-described contract was completed by the contractor in accordance with final plans and specifications in a satisfactory manner and accepted by the Hancock County Board of Supervisors on the following date:

Date of Contract Completion: April 29, 2022

Remarks:

I acknowledge that the above listed project was essentially completed as programmed and in accordance with the procedures and standards contained in the Contract Documents.

Hancock County Board of Supervisors, Owner

By: _____
Authorized Signature

Title: _____

Date: _____

ONE YEAR INSPECTION

Approximately thirty days prior to April 29, 2023, the one-year anniversary of the date of Substantial Completion, the Design Professional, the Owner, and the Contractor shall conduct an inspection of the Project to determine any correction of the Work which may be required at that time.

Attachment: Closeout Letter to HCBOS (11249 : Approve Bridge No.46 Bayou Marone Closeout)

RECOMMENDATION FOR FINAL ACCEPTANCE OF CONTRACT

Dated: July 13, 2022

Project: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road		Engineer's Project No.: 220-076.005

Contractor:
Hemphill Construction Company

Contractor's Address: (send Certified Mail, Return Receipt Requested)
1858 Hwy 90 South

Florence, MS 39073

The following persons were present during the inspection:

Architect/Engineer: John Studstill and Guy Duplechain
Owner: Vic Johnson, HC Road Department
Contractor: Mike Morrow
Economic Development Representative: N/A
Other: N/A

RECITAL: The work performed under this contract was inspected on March 31, 2022 for the purpose of determining acceptability of construction. The Date of Acceptance is hereby established as March 31, 2022.

Definition of the term "Date of Acceptance": The "Date of Acceptance" is the date which the Owner may occupy and/or use the facility for the purpose for which it is intended in accordance with the contract documents and all work for the facility has been completed with the exception of minor cleanup and minor corrective action as shown in the Architect/Engineer's list made during the final inspection.

Compton Engineering, Inc., Engineer

By: _____
Authorized Signature

Title: Pres.

Date: 7/20/22

The Contractor agrees that the Date of Acceptance is also the date of commencement of all warranties required by the contract documents and that he/she, the Contractor, has released all liens on the project, including material men and mechanics liens or others filed by the Contractor. The Contractor will complete the work on the Architect/Engineer's list of minor cleanup and corrective work within one (1) day of the Date of Acceptance:

Hemphill Construction Company, Contractor

By: _____
Authorized Signature

Title: President

Date: 7/25/2022

The Owner accepts the work as complete and will assume full possession thereof on March 31, 2022.

Hancock County Board of Supervisors, Owner

By: _____
Authorized Signature

Title: _____

Date: _____

Attachment: Closeout Letter to HCBOS (11249 : Approve Bridge No.46 Bayou Marone Closeout)

FINAL COMPLETION INSPECTION REPORT

Dated: July 13, 2022

Project: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road		Date of Contract: October 19, 2021
Contractor: Hemphill Construction Company		Engineer's Project No.: 220-076.005

The work performed under this Contract has been inspected for Final Completion by the Engineer, Owner, and Contractor. All the work was found to be complete in accordance with the intent of the Contract Documents at the time of inspection with the exception of the list of items below. The project is recommended for final completion.

Items to be completed:

1.

Executed by Engineer — Date: 7/20/22

Executed by Contractor — Date: 7/25/22

Attachment: Closeout Letter to HCBOS (11249 : Approve Bridge No.46 Bayou Marone Closeout)

FINAL WAIVER OF LIEN

Dated: July 13, 2022

Project: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road		Engineer's Project No.: 220-076.005
Contractor: Hemphill Construction Company		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 1858 Hwy 49 South Florence, MS 39073		

FOR VALUE RECEIVED, we hereby waive all rights and claims for lien on land and structures about to be erected, being erected, erected, altered, and to the appurtenances thereunto for the above referenced Project.

By HEMPHILL Construction Company, Contractor

same being located in **HANCOCK COUNTY**, **MISSISSIPPI**, for all labor performed and for all material furnished for the erecting, construction, alteration or repair of said structures and appurtenances.

Hemphill Construction Company, Contractor

By: _____
Authorized Signature

Title: President

Date: 7/25/2022

CONTRACTOR'S AFFIDAVIT

We hereby affirm that we have complied fully with the provisions and requirements of the Mississippi Statutes relative to the wage rate determination covering this project and that we have received evidence of compliance from each of our agents and subcontractors.

Hemphill Construction Company, Contractor

By: _____
Authorized Signature

Title: President

Date: 7/25/2022

CONTRACTOR'S CERTIFICATION OF PAYMENT

We, Hemphill Construction Company, (Contractor) do hereby certify that payments for all material and labor on Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road (Project), for Hancock County Board of Supervisors (Owner), have been made in full and that there are no outstanding bills for labor or material on the project.

Hemphill Construction Company, Contractor

By: _____
Authorized Signature

Title: President

Date: 7/25/2022

Attachment: Closeout Letter to HCBOS (11249 : Approve Bridge No.46 Bayou Marone Closeout)

CONSENT OF SURETY TO FINAL PAYMENT

BOND # K4029840A

Dated: July 13, 2022

Project: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road		Engineer's Project No.: 220-076.005
Contractor: Hemphill Construction Company		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 1858 Hwy 49 South Florence, MS 39073		

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (insert name and address of Surety Company)

Federal Insurance Company
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (insert name and address of Contractor)

Hemphill Construction Company, Inc.
P O Drawer 879
Florence MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

Hancock County Board of Supervisors
306 Longfellow Drive
Bay St. Louis MS 39520

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 13 day of July, 2022.

Federal Insurance Company
Name of Surety

By: Mary Anne Goodin
Authorized Signature

Title: Mary Anne Goodin, Attorney in Fact

Attest: Susan D Johnston

(Seal)

NOTE: This form is to be used as a companion document to Final Waiver of Lien.

Attachment: Closeout Letter to HCBOS (11249 : Approve Bridge No.46 Bayou Marone Closeout)

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

AIA DOCUMENT G707 FEDERAL INSURANCE COMPANY BOND NO. K4029840A

PROJECT: Replacement of Bridge No. 46 Bayou Marone on Bayou LaCroix Road

TO (Owner)
Hancock County Board of Supervisors
306 Longfellow Drive
Bay St. Louis MS 39520

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: SAME AS ABOVE

CONTRACT DATE: October 8, 2021

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

FEDERAL INSURANCE COMPANY
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hemphill Construction Company, Inc.
P O Drawer 879
Florence, MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Hancock County Board of Supervisors
306 Longfellow Drive
Bay St. Louis MS 39520

,OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 3 day of June, 2022.

FEDERAL INSURANCE COMPANY
Surety Company

Mary Anne Goodin
Signature of Authorized Representative

Mary Anne Goodin
Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY COMPANY TO FINAL PAYMENT · APRIL 1970 EDITION · AIA ® ONE PAGE

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FORM 15-10-87 (ED. 4-77)

Attachment: Closeout Letter to HCBOS (11249 : Approve Bridge No.46 Bayou Marone Closeout)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this June 3, 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FED- VIG-PI (rev. 08-18)

Attachment: Closeout Letter to HCBOS (11249 : Approve Bridge No.46 Bayou Marone Closeout)

SECTION 00943-01
CHANGE ORDER NO. 1
(SUMMARY CHANGE ORDER)

Date of Issuance: May 9, 2022 Effective Date: May 9, 2022

Project: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road	Owner: Hancock County Board of Supervisors	Date of Contract: October 19, 2021
Contract: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road		Engineer's Project No.: 220-076.005

Contractor: Hemphill Construction Company

Contractor's Address: 1858 Hwy 49 South

Florence, MS 39073

The Contract Documents are modified as follows upon execution of this Change Order:

Description: See Attachment No. 1 to Change Order No. 1

Attachments: Attachment No. 1 to Change Order No. 1

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ■ Working days ☐ Calendar days
	Substantial completion (days or date): 45 days
$549,788.85	Ready for final payment (days or date): 45 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): 45 days
$549,788.85	Ready for final payment (days or date): 45 days
Change of this Change Order:	Change of this Change Order:
	Substantial completion (days or date): 0 days
$12,180.58	Ready for final payment (days or date): 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): 45 days
$537,608.27	Ready for final payment (days or date): 45 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 7/20/22	Date: _____	Date: 7/25/2022

This Change Order (CO) constitutes full and mutual accord and satisfaction for all time and costs related to this change. By acceptance of this CO, the contractor hereby agrees that the modification is an equitable adjustment to the contract and waives all right to file any future claims arising out of this change.

To be effective this CO must be approved by the Funding Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

Attachment: Closeout Letter to HCBOS (11249 : Approve Bridge No.46 Bayou Marone Closeout)

JOB # 220-076.005 - REPLACEMENT OF BRIDGE NO. 46 BAYOU MARONE ON BAYOU LACROIX ROAD
Contract dated October 19, 2021
ATTACHMENT #1; Change Order #1

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	PLAN QUANTITY	RECORD QUANTITY	PLAN COST	RECORD COST
ROADWAY							
S-200-A	MOBILIZATION	L.S.	$74,500.00	1	1	$74,500.00	$74,500.00
S-201-A	CLEARING & GRUBBING	L.S.	$5,000.00	1	1	$5,000.00	$5,000.00
S-202-B	REMOVAL OF BRIDGE @ STA 12+34.20	UNIT	$11,875.00	1	1	$11,875.00	$11,875.00
S-202-D	REMOVAL OF ASPHALT	SQ.YD.	$12.95	178	30.55	$2,305.10	$395.62
S-203-A	UNCLASSIFIED EXCAVATION (FM)	CU.YD.	$11.85	180	180	$2,133.00	$2,133.00
S-203-E	BORROW EXCAVATION (CONTRACTOR FURNISHED)(LVM)(CLASS 7)	CU.YD.	$17.65	415	51	$7,324.75	$900.15
S-304-C	CRUSHED STONE (SIZE 610)	TON	$62.50	141	80.95	$8,812.50	$3,810.00
S-403-A	HOT MIX ASPHALT (ST) (9.5 MM) (SURFACE)	TON	$275.00	64	64.46	$17,600.00	$17,726.50
S-403-A	HOT MIX ASPHALT (ST) (19 MM) (BASE)	TON	$365.00	44	46.97	$16,060.00	$17,144.05
	CRASH ATTENUATOR	EACH	$33,450.00	4	4	$133,800.00	$133,800.00
S-618-A	MAINTENANCE OF TRAFFIC	L.S.	$7,000.00	1	1	$7,000.00	$7,000.00
S-618-B	ADDITIONAL CONSTRUCTION SIGNS	SQ.FT.	$10.00	0	0	$0.00	$0.00
S-621-C	4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (90 MILS)	L.F.	$2.50	600	600	$1,500.00	$1,500.00
S-621-E-1	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 MILS)	L.F.	$2.50	600	600	$1,500.00	$1,500.00
S-630-C	REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TYPE 3)	EACH	$150.00	4	4	$600.00	$600.00
EROSION CONTROL							
901-S-212-A	AGRICULTURAL LIMESTONE	TON	$300.00	2.5	0	$750.00	$0.00
S-212-B	COMMERCIAL FERTILIZER (13:13:13)	TON	$950.00	1.25	0.1	$1,187.50	$95.00
S-212-F	AMMONIUM NITRATE	TON	$1,850.00	0.13	0	$240.50	$0.00
S-214-A	SEEDING	ACRE	$1,200.00	1.25	0.25	$1,500.00	$300.00
S-215-A	VEGETATIVE MATERIALS FOR MULCH	TON	$500.00	2.5	0.5	$1,250.00	$250.00
S-233-A	TEMPORARY SILT FENCE (TYPE V) (AOS 0.15 - 0.84)	LIN.FT.	$5.75	596	300	$3,427.00	$1,725.00
907-237-A	WATTLES, 20"	LIN.FT.	$6.00	200	0	$1,200.00	$0.00
BRIDGE							
S-803-A	TEST PILE	EA	$4,500.00	2	2	$9,000.00	$9,000.00
S-803-B	CONVENTIONAL STATIC PILE LOAD TEST	EA	$4,000.00	0	0	$0.00	$0.00
S-803-C	14" PRESTRESSED CONCRETE PILING	LF	$90.00	490	580	$44,100.00	$50,400.00
S-806-A	19' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	EA	$3,895.00	12	12	$46,740.00	$46,740.00
S-806-A	31' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	EA	$6,085.00	6	6	$36,510.00	$36,510.00
S-806-C	19' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	EA	$3,985.00	4	4	$15,940.00	$15,940.00
S-806-C	31' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	EA	$6,375.00	2	2	$12,750.00	$12,750.00
S-806-G	PRECAST CONCRETE BARRIER RAIL	LF	$245.00	138	138	$33,810.00	$33,810.00
S-806-I	31' PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	EA	$7,725.00	2	2	$15,450.00	$15,450.00
S-806-J	31' PRECAST CONCRETE CAP, END UNIT, CONCRETE PILE	EA	$7,725.00	2	2	$15,450.00	$15,450.00
S-806-M	9.25' PRECAST WING	EA	$2,125.00	4	4	$8,500.00	$8,500.00
S-815-A	LOOSE RIP RAP (300 LB)	TONS	$80.00	140	146.85	$11,200.00	$11,996.00
S-815-E	GEOTEXTILE UNDER RIP RAP, TYPE V, AOS 0.21 - 0.43	SY	$3.25	238	248.6	$773.50	$807.95
	PROJECT TOTAL					$549,788.85	$537,608.27

$12,180.58

Attachment: Closeout Letter to HCBOS (11249 : Approve Bridge No.46 Bayou Marone Closeout)

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVIC

3036 Longfellow Drive
P.O. Box 2795
Bay St. Louis, MS 39521

Phone: 228.467.2770
Fax: 228.467.2720

comptonengineering.com

PASCAGOULA
BILOXI
BAY ST. LOUIS

July 28, 2022

Hancock County Board of Supervisors
854 Hwy 90
Bay St. Louis, MS 39520

Re: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road
Closeout Documents
(C.E. Job #: 220-076.005)

Dear Members:

Please find enclosed the following Closeout Documents for the above referenced project:

1. Substantial Completion Certificate
2. Final Payment Application and Certificate Signature Page
3. Payment Application No. 5 & Final
4. Contract Completion Certificate
5. Recommendation for Final Acceptance of Contract
6. Final Completion Inspection Report
7. Final Waiver of Lien
8. Consent of Surety to Final Payment
9. Change Order No. 4 (Summary Change Order)

Once approved and signed, please return originals of the above referenced Closeout Documents to our office for further handling.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Geoffrey F. Clemens, P.E.
Project Engineer

Enclosures

pc: Hemphill Construction Company

M:\2020\220-076 - HCBOS - Task Order\220-076.005 - HCBOS - Bridge No. 46 Bayou Marone on Bayou LaCroix Road\Docs\Closeout Docs\Closeout Letter.doc

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249 : Approve Bridge No.46 Bayou

Certification of Substantial Completion

Electronic Format

OWNER ☐
ARCHITECT/ENGINEER ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

PROJECT:
(Name and Address)
Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road

PROJECT NUMBER: **220-076.005**

CONTRACT FOR: $549,788.85

CONTRACT DATE: October 19, 2021

TO OWNER:
(Name and Address)
Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, MS 39520

TO CONTRACTOR:
(Name and Address)
Hemphill Construction Company
1858 Hwy 49 South
Florence, MS 39073

DATE OF ISSUANCE: 03/31/2022

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Project is substantially complete and ready for use.

The WORK performed under this CONTRACT has been reviewed and found, to the Architect/ Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the WORK when the WORK or designation portion thereof is sufficiently complete in accordance with the CONTRACT DOCUMENTS so the OWNER can occupy or utilize the WORK for its intended use. The date of SUBSTANTIAL COMPLETION of the PROJECT or portion thereof designated above is hereby established as 03/31/2022

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all WORK in accordance with the CONTRACT DOCUMENTS.

7/20/22
ARCHITECT/ENGINEER Date

7/20/2022
CONTRACTOR Date

The OWNER accepts the WORK or designated portion thereof as substantially complete and will assume full possession thereof at 12:00pm on March 31, 2022.

8/15/2022
OWNER Date

BOARD OF SUPERVISORS HANCOCK COUNTY MS

M:\2020\220-076 - HCBOS - Task Order\220-076.005 - HCBOS - Bridge No. 46 Bayou Marone on Bayou LaCroix Road\Docs\Closeout Docs\Certification of Substantial Completion.doc

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249 : Approve Bridge No.46 Bayou

FINAL PAYMENT APPLICATION AND CERTIFICATE SIGNATURE PAGE

Dated: July 13, 2022

Project: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road		Engineer's Project No.: 220-076.005
Contractor: Hemphill Construction Company		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 1858 Hwy 49 South Florence, MS 39073		

I hereby acknowledge that this contract has been completed in substantial compliance with the items of the Agreement, Specifications and Plans. I, therefore, recommend acceptance of the work and processing of this final estimate as showing the total amount of money due to the Contractor in compliance with the terms of the Contract.

Compton Engineering, Inc., Engineer

By: _____
Authorized Signature

Title: PE

Date: 7/20/22

Hancock County Board of Supervisors, Owner

By: _____
Authorized Signature

Title: Board President

Date: 8/15/2022

BOARD OF SUPERVISORS HANCOCK COUNTY

With the acceptance of this final payment, we, the Contractor, release the Owner and the Engineer and their Agents, from all claims and all liability to us, the Contractor, for all things done or furnished in connection with the Work, and every act of the Owner and others relating to, or arising, out of the Work.

Hemphill Construction Company, Contractor

By: _____
Authorized Signature

Title: President

Date: 7/25/2022

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249 : Approve Bridge No.46 Bayou

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 053122-05

To Customer: Hancock County Board of Supervisors
854 Hwy 90
Bay St. Louis, MS 39520

Project: H21122- Hancock County Bridge #46

Via Engineer: Compton Eng
854 Hwy 90
Bay St. Louis, MS 39520

Application No. : JB App #5 **FINAL**
Period From: 5/1/2022
Period To: 5/31/2022

Distribution to :
☐ Owner
☐ Engineer
☐ Contractor
☐
☐

From Contractor: Hemphill Construction Company, Inc.
PO Drawer 879
1858 Hwy 49 South
Florence, MS 39073

Owner: Hancock Cnty Board of Supervisor
854 Hwy 90
Bay St. Louis, MS 39520

External Contract No. N/A

Contract Date:

Application Date: 6/2/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

1. Original Contract Sum	$549,788.85
2. Net Change By Change Order	-$12,180.58
3. Contract Sum To Date	$537,608.27
4. Work Completed To Date	$537,608.27
5. Stored Materials Inventory	$0.00
6. Total Completed and Stored To Date	$537,608.27
7. Retainage	
a. Maximum Retainage is not in effect.	
b. Securities are not furnished in lieu of Retainage.	$0.00
c. Retainage on Work Completed to Date 0.00 %	$0.00
d. Retainage on Stored Materials Inventory 0.00 %	$0.00
e. Total Calculated Retainage	$0.00
f. Total Retainage To Be Withheld	$0.00
8. Total Earned Less Retainage	$537,608.27
9. Less Previous Certificates For Payments	$537,608.27
10. Current Payment Due	$0.00
11. Balance to Finish, Plus Retainage	$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$0.00	$12,180.58
TOTALS	$0.00	$12,180.58
Net Changes By Change Order	**-$12,180.58**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hemphill Construction Company, Inc.

By: _____ Date: 6/2/2022

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 2nd day of June 2022

Notary Public: Amy L Whiteley

My Commission expires: January 12, 2023

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 98009 AMY L. WHITELEY Commission Expires Jan. 12, 2023 RANKIN COUNTY

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED **$ 0.00**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: _____ Date: 7/20/22

OWNER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #5
Application Date : 06/02/22
Period From: 05/01/22
Period To: 05/31/22
External Contract No.:

Invoice # : 053122-05

Contract : H21122- Hancock County Bridge #46

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complet
1	MOBILIZATION	LS	1.00	$74,500.00	$74,500.00	1.00	0.00	1.00	$74,500.00	$0.00	0.00	$74,500.00	$0.00	100.00%
2	CLEARING & GRUBBING	LS	1.00	$5,000.00	$5,000.00	1.00	0.00	1.00	$5,000.00	$0.00	0.00	$5,000.00	$0.00	100.00%
3	REMOVAL OF BRIDGE @ STA 12+34.20	UDY	1.00	$11,875.00	$11,875.00	1.00	0.00	1.00	$11,875.00	$0.00	0.00	$11,875.00	$0.00	100.00%
	REMOVAL OF ASPHALT	SQ	30.55	$12.95	$395.62	30.55	0.00	30.55	$395.62	$0.00	0.00	$395.62	$0.00	100.00%
5	UNCLASSIFIED EXCAVATION (FM)	CY	180.00	$11.85	$2,133.00	180.00	0.00	180.00	$2,133.00	$0.00	0.00	$2,133.00	$0.00	100.00%
	BORROW EXCAVATION (CONTRACTORFURNISHED)(LVM)(CLASS 7)	CY	51.00	$17.65	$900.15	51.00	0.00	51.00	$900.15	$0.00	0.00	$900.15	$0.00	100.00%
	CRUSHED STONE (SIZE 610)	TON	60.98	$62.50	$3,810.00	60.98	0.00	60.98	$3,810.00	$0.00	0.00	$3,810.00	$0.00	100.00%
	HOT MIX ASPHALT (ST) (9.5 MM) (SURFACE)	TON	64.46	$275.00	$17,726.50	64.46	0.00	64.46	$17,726.50	$0.00	0.00	$17,726.50	$0.00	100.00%
	HOT MIX ASPHALT (ST) (19 MM) (BASE)	TON	46.97	$365.00	$17,144.05	46.97	0.00	46.97	$17,144.05	$0.00	0.00	$17,144.05	$0.00	100.00%
10	CRASH ATTENUATOR	EA	4.00	$33,450.00	$133,800.00	4.00	0.00	4.00	$133,800.00	$0.00	0.00	$133,800.00	$0.00	100.00%
11	MAINTENANCE OF TRAFFIC	LS	1.00	$7,000.00	$7,000.00	1.00	0.00	1.00	$7,000.00	$0.00	0.00	$7,000.00	$0.00	100.00%
12	ADDITIONAL CONSTRUCTION SIGNS	SQ	0.00	$10.00	$0.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$0.00	0.00%
13	4" WIDE THERMOPLASTIC EDGE STRIPE(CONTINUOUS WHITE) (90 MILS	LF	600.00	$2.50	$1,500.00	600.00	0.00	600.00	$1,500.00	$0.00	0.00	$1,500.00	$0.00	100.00%
14	4" WIDE THERMOPLAST IC T RAFFIC ST RIPE (CONTINUOUS YELLOW)	LF	600.00	$2.50	$1,500.00	600.00	0.00	600.00	$1,500.00	$0.00	0.00	$1,500.00	$0.00	100.00%
15	REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TY	EA	4.00	$150.00	$600.00	4.00	0.00	4.00	$600.00	$0.00	0.00	$600.00	$0.00	100.00%
	AGRICULTURAL LIMESTONE	TON	0.00	$300.00	$0.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$0.00	0.00%
	COMMERCIAL FERTILIZER (13:13:13)	TON	0.10	$950.00	$95.00	0.10	0.00	0.10	$95.00	$0.00	0.00	$95.00	$0.00	100.00%
	AMMONIUM NITRATE	TON	0.00	$1,850.00	$0.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$0.00	0.00%
	SEEDING	AC	0.25	$1,200.00	$300.00	0.25	0.00	0.25	$300.00	$0.00	0.00	$300.00	$0.00	100.00%
	VEGETATIVE MATERIALS FOR MULCH	TON	0.50	$500.00	$250.00	0.50	0.00	0.50	$250.00	$0.00	0.00	$250.00	$0.00	100.00%
	TEMPORARY SILT FENCE (TYPE V) (AOS 0.15 -0.84)	LF	300.00	$5.75	$1,725.00	300.00	0.00	300.00	$1,725.00	$0.00	0.00	$1,725.00	$0.00	100.00%
	WATTLES, 20"	LF	0.00	$6.00	$0.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$0.00	0.00%
23	TEST PILE	EA	2.00	$4,500.00	$9,000.00	2.00	0.00	2.00	$9,000.00	$0.00	0.00	$9,000.00	$0.00	100.00%
24	CONVENTIONAL STATIC PILE LOAD TEST	EA	0.00	$4,000.00	$0.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$0.00	0.00%
	14" PRESTRESSED CONCRETE PILING	LF	560.00	$90.00	$50,400.00	560.00	0.00	560.00	$50,400.00	$0.00	0.00	$50,400.00	$0.00	100.00%
26	19' PRECAST CONCRET E SLAB UNIT, 3.5'INTERIOR	EA	12.00	$3,895.00	$46,740.00	12.00	0.00	12.00	$46,740.00	$0.00	0.00	$46,740.00	$0.00	100.00%
27	31' PRECAST CONCRET E SLAB UNIT, 3.5'INTERIOR	EA	6.00	$6,085.00	$36,510.00	6.00	0.00	6.00	$36,510.00	$0.00	0.00	$36,510.00	$0.00	100.00%

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #5
Application Date : 06/02/22
Period From: 05/01/22
Period To: 05/31/22
External Contract No.:

Invoice # : 053122-05

Contract : H21122- Hancock County Bridge #46

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
28	19' PRECAST CONCRET E SLAB UNIT, 3.5'EXTERIOR	EA	4.00	$3,985.00	$15,940.00	4.00	0.00	4.00	$15,940.00	$0.00	0.00	$15,940.00	$0.00	100.00%
29	31' PRECAST CONCRET E SLAB UNIT, 3.5'EXTERIOR	EA	2.00	$6,375.00	$12,750.00	2.00	0.00	2.00	$12,750.00	$0.00	0.00	$12,750.00	$0.00	100.00%
30	PRECAST CONCRET E BARRIER RAIL	LF	136.00	$245.00	$33,810.00	136.00	0.00	136.00	$33,810.00	$0.00	0.00	$33,810.00	$0.00	100.00%
31	31' PRECAST CONCRET E CAP, INTERMEDIAT EUNIT, CONCRETE PILE	EA	2.00	$7,725.00	$15,450.00	2.00	0.00	2.00	$15,450.00	$0.00	0.00	$15,450.00	$0.00	100.00%
32	31' PRECAST CONCRETE CAP, END UNIT,CONCRET E PILE	EA	2.00	$7,725.00	$15,450.00	2.00	0.00	2.00	$15,450.00	$0.00	0.00	$15,450.00	$0.00	100.00%
33	9.25' PRECAST WING	EA	4.00	$2,125.00	$8,500.00	4.00	0.00	4.00	$8,500.00	$0.00	0.00	$8,500.00	$0.00	100.00%
	LOOSE RIP RAP (300 LB)	TON	149.95	$80.00	$11,996.00	149.95	0.00	149.95	$11,996.00	$0.00	0.00	$11,996.00	$0.00	100.00%
	GEOTEXTILE UNDER RIP RAP, TYPE V, AOS0.21 - 0.43	SY	248.60	$3.25	$807.95	248.60	0.00	248.60	$807.95	$0.00	0.00	$807.95	$0.00	100.00%
	Totals				$537,608.27				$537,608.27	$0.00	$0.00	$537,608.27	$0.00	100.00%
	Grand Totals				$537,608.27				$537,608.27	$0.00	$0.00	$537,608.27	$0.00	100.00%

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249

CONTRACT COMPLETION CERTIFICATE

Dated: July 13, 2022

Project: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road		Engineer's Project No.: 220-076.005

Contractor:
Hemphill Construction Company

Contractor's Address: (send Certified Mail, Return Receipt Requested)
1858 Hwy 49 South

Florence, MS 39073

Date Contract Executed: October 19, 2021	Type of Work: Remove and dispose of 3@19 concrete with wood substructure and replacing with 1@19-1@31-1@19 precast concrete bridge and associated guardrail, riprap, and signage, and approach work.
Date of Notice to Proceed: January 19, 2022	

This is to acknowledge that the work covered by the above-described contract was completed by the contractor in accordance with final plans and specifications in a satisfactory manner and accepted by the Hancock County Board of Supervisors on the following date:

Date of Contract Completion: April 29, 2022

Remarks:

I acknowledge that the above listed project was essentially completed as programmed and in accordance with the procedures and standards contained in the Contract Documents.

Hancock County Board of Supervisors, Owner

By: _____
Authorized Signature

Title: Board President

Date: 8/15/2022

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

ONE YEAR INSPECTION

Approximately thirty days prior to April 29, 2023, the one-year anniversary of the date of Substantial Completion, the Design Professional, the Owner, and the Contractor shall conduct an inspection of the Project to determine any correction of the Work which may be required at that time.

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249 : Approve Bridge No.46 Bayou

RECOMMENDATION FOR FINAL ACCEPTANCE OF CONTRACT

Dated: July 13, 2022

Project: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road		Engineer's Project No.: 220-076.005

Contractor: Hemphill Construction Company

Contractor's Address: (send Certified Mail, Return Receipt Requested)
1858 Hwy 90 South

Florence, MS 39073

The following persons were present during the inspection:

Architect/Engineer: John Studstill and Guy Duplechain
Owner: Vic Johnson, HC Road Department
Contractor: Mike Morrow
Economic Development Representative: N/A
Other: N/A

RECITAL: The work performed under this contract was inspected on March 31, 2022 for the purpose of determining acceptability of construction. The Date of Acceptance is hereby established as March 31, 2022.

Definition of the term "Date of Acceptance": The "Date of Acceptance" is the date which the Owner may occupy and/or use the facility for the purpose for which it is intended in accordance with the contract documents and all work for the facility has been completed with the exception of minor cleanup and minor corrective action as shown in the Architect/Engineer's list made during the final inspection.

Compton Engineering, Inc., Engineer

By: _____
Authorized Signature

Title: Pres.

Date: 7/20/22

The Contractor agrees that the Date of Acceptance is also the date of commencement of all warranties required by the contract documents and that he/she, the Contractor, has released all liens on the project, including material men and mechanics liens or others filed by the Contractor. The Contractor will complete the work on the Architect/Engineer's list of minor cleanup and corrective work within one (1) day of the Date of Acceptance:

Hemphill Construction Company, Contractor

By: _____
Authorized Signature

Title: President

Date: 7/25/2022

The Owner accepts the work as complete and will assume full possession thereof on March 31, 2022.

Hancock County Board of Supervisors, Owner

By: _____
Authorized Signature

Title: Board President

Date: 8/15/2022

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249 : Approve Bridge No.46 Bayou

FINAL COMPLETION INSPECTION REPORT

Dated: July 13, 2022

Project: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road		Date of Contract: October 19, 2021
Contractor: Hemphill Construction Company		Engineer's Project No.: 220-076.005

The work performed under this Contract has been inspected for Final Completion by the Engineer, Owner, and Contractor. All the work was found to be complete in accordance with the intent of the Contract Documents at the time of inspection with the exception of the list of items below. The project is recommended for final completion.

Items to be completed:

1.

Executed by Engineer — Date: 7/20/22

Executed by Contractor — Date: 7/25/22

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249 : Approve Bridge No.46 Bayou

FINAL WAIVER OF LIEN

Dated: July 13, 2022

Project: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road		Engineer's Project No.: 220-076.005
Contractor: Hemphill Construction Company		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 1858 Hwy 49 South Florence, MS 39073		

FOR VALUE RECEIVED, we hereby waive all rights and claims for lien on land and structures about to be erected, being erected, erected, altered, and to the appurtenances thereunto for the above referenced Project.

By HEMPHILL Construction Company, Contractor

same being located in **HANCOCK COUNTY, MISSISSIPPI**, for all labor performed and for all material furnished for the erecting, construction, alteration or repair of said structures and appurtenances.

Hemphill Construction Company, Contractor

By: _____
Authorized Signature

Title: President

Date: 7/25/2022

CONTRACTOR'S AFFIDAVIT

We hereby affirm that we have complied fully with the provisions and requirements of the Mississippi Statutes relative to the wage rate determination covering this project and that we have received evidence of compliance from each of our agents and subcontractors.

Hemphill Construction Company, Contractor

By: _____
Authorized Signature

Title: President

Date: 7/25/2022

CONTRACTOR'S CERTIFICATION OF PAYMENT

We, Hemphill Construction Company, (Contractor) do hereby certify that payments for all material and labor on Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road (Project), for Hancock County Board of Supervisors (Owner), have been made in full and that there are no outstanding bills for labor or material on the project.

Hemphill Construction Company, Contractor

By: _____
Authorized Signature

Title: President

Date: 7/25/2022

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249 : Approve Bridge No.46 Bayou

CONSENT OF SURETY TO FINAL PAYMENT

BOND # K4029840A

Dated: July 13, 2022

Project: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road		Engineer's Project No.: 220-076.005

Contractor:
Hemphill Construction Company

Contractor's Address: (send Certified Mail, Return Receipt Requested)
1858 Hwy 49 South

Florence, MS 39073

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (insert name and address of Surety Company)

Federal Insurance Company
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (insert name and address of Contractor)

Hemphill Construction Company, Inc.
P O Drawer 879
Florence MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

Hancock County Board of Supervisors
306 Longfellow Drive
Bay St. Louis MS 39520

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 13 day of July, 2022.

Federal Insurance Company
Name of Surety

By: Mary Anne Goodin
Authorized Signature

Attest: Susan D Johnston

Title: Mary Anne Goodin, Attorney in Fact

(Seal)

NOTE: This form is to be used as a companion document to Final Waiver of Lien.

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249 : Approve Bridge No.46 Bayou

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **1st** day of **August, 2019.**

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this **1st** day of **August, 2019**, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 13, 2022

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249 : Approve Bridge No.46 Bayou

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

AIA DOCUMENT G707 FEDERAL INSURANCE COMPANY BOND NO. K4029840A

PROJECT: Replacement of Bridge No. 46 Bayou Marone on Bayou LaCroix Road

TO (Owner)
Hancock County Board of Supervisors
306 Longfellow Drive
Bay St. Louis MS 39520

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: SAME AS ABOVE

CONTRACT DATE: October 8, 2021

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

FEDERAL INSURANCE COMPANY
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hemphill Construction Company, Inc.
P O Drawer 879
Florence, MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Hancock County Board of Supervisors
306 Longfellow Drive
Bay St. Louis MS 39520

,OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 3 day of June, 2022.

FEDERAL INSURANCE COMPANY
Surety Company

Mary Anne Goodin
Signature of Authorized Representative

Mary Anne Goodin
Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

© 1970 · THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

FORM 15-10-87 (ED. 4-77)

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249 : Approve Bridge No.46 Bayou

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(I) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(II) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this June 3, 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FED- VIG-PI (rev. 08-18)

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249 : Approve Bridge No.46 Bayou

SECTION 00943-01
CHANGE ORDER NO. 1
(SUMMARY CHANGE ORDER)

Date of Issuance: May 9, 2022 Effective Date: May 9, 2022

Project: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road	Owner: Hancock County Board of Supervisors	Date of Contract: October 19, 2021
Contract: Replacement of Bridge No. 46 Bayou Marone on Bayou Lacroix Road		Engineer's Project No.: 220-076.005

Contractor: Hemphill Construction Company

Contractor's Address: 1858 Hwy 49 South

Florence, MS 39073

The Contract Documents are modified as follows upon execution of this Change Order:

Description: See Attachment No. 1 to Change Order No. 1

Attachments: Attachment No. 1 to Change Order No. 1

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ■ Working days ☐ Calendar days
	Substantial completion (days or date): 45 days
$549,788.85	Ready for final payment (days or date): 45 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): 45 days
$549,788.85	Ready for final payment (days or date): 45 days
Change of this Change Order:	Change of this Change Order:
	Substantial completion (days or date): 0 days
$12,180.58	Ready for final payment (days or date): 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): 45 days
$537,608.27	Ready for final payment (days or date): 45 days

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 7/20/22

ACCEPTED:
By: Scott Al
Owner (Authorized Signature)
Date: 8/15/2022

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 7/25/2022

This Change Order (CO) constitutes full and mutual accord and satisfaction for all time and costs related to this change. By acceptance of this CO, the contractor hereby agrees that the modification is an equitable adjustment to the contract and waives all right to file any future claims arising out of this change.

To be effective this CO must be approved by the Funding Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249 : Approve Bridge No.46 Bayou

JOB # 220-076.005 - REPLACEMENT OF BRIDGE NO. 46 BAYOU MARONE ON BAYOU LACROIX ROAD
Contract dated October 19, 2021
ATTACHMENT #1; Change Order #1

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	PLAN QUANTITY	RECORD QUANTITY	PLAN COST	RECORD COST
ROADWAY							
S-200-A	MOBILIZATION	L.S.	$74,500.00	1	1	$74,500.00	$74,500.00
S-201-A	CLEARING & GRUBBING	L.S.	$5,000.00	1	1	$5,000.00	$5,000.00
S-202-B	REMOVAL OF BRIDGE @ STA 12+34.20	UNIT	$11,875.00	1	1	$11,875.00	$11,875.00
S-202-D	REMOVAL OF ASPHALT	SQ.YD.	$12.95	178	30.55	$2,305.10	$395.62
S-203-A	UNCLASSIFIED EXCAVATION (FM)	CU.YD.	$11.85	180	180	$2,133.00	$2,133.00
S-203-E	BORROW EXCAVATION (CONTRACTOR FURNISHED)(LVM)(CLASS 7)	CU.YD.	$17.65	415	51	$7,324.75	$900.15
S-304-C	CRUSHED STONE (SIZE 610)	TON	$62.50	141	80.95	$8,812.50	$3,810.00
S-403-A	HOT MIX ASPHALT (ST) (9.5 MM) (SURFACE)	TON	$275.00	64	64.46	$17,600.00	$17,726.50
S-403-A	HOT MIX ASPHALT (ST) (19 MM) (BASE)	TON	$365.00	44	46.97	$16,060.00	$17,144.05
	CRASH ATTENUATOR	EACH	$33,450.00	4	4	$133,800.00	$133,800.00
S-618-A	MAINTENANCE OF TRAFFIC	L.S.	$7,000.00	1	1	$7,000.00	$7,000.00
S-618-B	ADDITIONAL CONSTRUCTION SIGNS	SQ.FT.	$10.00	0	0	$0.00	$0.00
S-621-C	4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (90 MILS)	L.F.	$2.50	600	600	$1,500.00	$1,500.00
S-621-E-1	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 MILS)	L.F.	$2.50	600	600	$1,500.00	$1,500.00
S-630-C	REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TYPE 3)	EACH	$150.00	4	4	$600.00	$600.00
EROSION CONTROL							
901-S-212-A	AGRICULTURAL LIMESTONE	TON	$300.00	2.5	0	$750.00	$0.00
S-212-B	COMMERCIAL FERTILIZER (13:13:13)	TON	$950.00	1.25	0.1	$1,187.50	$95.00
S-212-F	AMMONIUM NITRATE	TON	$1,850.00	0.13	0	$240.50	$0.00
S-214-A	SEEDING	ACRE	$1,200.00	1.25	0.25	$1,500.00	$300.00
S-215-A	VEGETATIVE MATERIALS FOR MULCH	TON	$500.00	2.5	0.5	$1,250.00	$250.00
S-233-A	TEMPORARY SILT FENCE (TYPE V) (AOS 0.15 - 0.84)	LIN.FT.	$5.75	596	300	$3,427.00	$1,725.00
907-237-A	WATTLES, 20"	LIN.FT.	$6.00	200	0	$1,200.00	$0.00
BRIDGE							
S-803-A	TEST PILE	EA	$4,500.00	2	2	$9,000.00	$9,000.00
S-803-B	CONVENTIONAL STATIC PILE LOAD TEST	EA	$4,000.00	0	0	$0.00	$0.00
S-803-C	14" PRESTRESSED CONCRETE PILING	LF	$90.00	490	580	$44,100.00	$50,400.00
S-806-A	19' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	EA	$3,895.00	12	12	$46,740.00	$46,740.00
S-806-A	31' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	EA	$6,085.00	6	6	$36,510.00	$36,510.00
S-806-C	19' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	EA	$3,985.00	4	4	$15,940.00	$15,940.00
S-806-C	31' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	EA	$6,375.00	2	2	$12,750.00	$12,750.00
S-806-G	PRECAST CONCRETE BARRIER RAIL	LF	$245.00	138	138	$33,810.00	$33,810.00
S-806-I	31' PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	EA	$7,725.00	2	2	$15,450.00	$15,450.00
S-806-J	31' PRECAST CONCRETE CAP, END UNIT, CONCRETE PILE	EA	$7,725.00	2	2	$15,450.00	$15,450.00
S-806-M	9.25' PRECAST WING	EA	$2,125.00	4	4	$8,500.00	$8,500.00
S-815-A	LOOSE RIP RAP (300 LB)	TONS	$80.00	140	146.85	$11,200.00	$11,996.00
S-815-E	GEOTEXTILE UNDER RIP RAP, TYPE V, AOS 0.21 - 0.43	SY	$3.25	238	248.6	$773.50	$807.95
	PROJECT TOTAL					$549,788.85	$537,608.27

$12.180.58

Attachment: Closeout Documents related to Replacement of Bridge No. 46 Bayou Marone - signed (11249

Form (FAS-S.A.) SC-1
(Submit 6 copies)

Board of Supervisors

Hancock County

Request No. 002 - Revised

Project No. SAP - 23(30

Date 7/26/22

Office of State Aid Road Construction
Mississippi Department of Transportation

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to R+J Construction Co.

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec. Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
S-618-A	Maintenance of Traffic	1	LS	$ 767,000.00	$ 50,000.00 (Shared)
				$	$
				$	$
				$	$
				$	$
				$	$

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.

Date 7/26/22 July 26, 2022

Chris Albritton Const. Co.
Prime Contractor

By: [signature]

Address: 2100 Bush Dairy Rd. Laurel, MS 39443

Approval recommended: 8/9/. , 20 22

[signature]
County Engineer

Approved: Board of Supervisors
County

(By order of the Board, dated)

By
President

Approved recommended: , 20

State Aid District Engineer

Total this Request $ 50,000.00 = 1.81 %

Previous Request $ = %

Total to Date $ 50,000.00 = 1.81 %

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date July 26, 2022

R+J Construction, Inc.
(Sub) Subcontractor

By: [signature]

Address: P.O. Box 6, Laurel, MS 39441

Approved: , 20

State Aid Engineer

Approved: , 20

Executive Director, Mississippi Department of Transportation

Revised August 2000

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

CAD-725
Rev. 3-07

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS

Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850

Project No. SAP-23(30)
County Hancock
(Sub) Subcontract Request No. 002 - Revised

Gentlemen:

I (We) R+J Construction Co. proposed (Sub) Sub-Contractor
and I (We) Chris Albritton Construction Co. Prime Contractor(s)
on the captioned project do hereby certify that Form FHWA-1273, "Required Contract Provisions All Federal-Aid Construction Contracts," has been attached to and made a part of our (Sub) Sub-Contract agreement.

Date July 26, 2022
Chris Albritton Construction Co.
Prime Contractor
By: [signature]
Signature
Civil Manager
Title

Date July 26, 2022
R+J Construction, Inc.
(Sub) Sub-Contractor
By: [signature]
Signature
President
Title

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUB-CONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

I (We) R+J Construction Inc. proposed (Sub) Sub-contractor hereby certify that I (We) have X, have not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have X, have not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date July 26, 2022
R+J Construction Inc.
(Sub) Sub-Contractor
By: [signature]
Signature
President
Title

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)

(See Reverse Side)

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

FORM FHWA-1273

1. GENERAL

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

   CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

   This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60 - 1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60 - 1.5. (Generally only contracts for subcontracts of $10,000 or under are exempt.)

   Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60 - 1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

   (Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.)

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

Chris Albritton CONSTRUCTION CO.

Subcontract No.: 2211-SC-2211-004

Scheduled Start Date: 7/11/2022

SUBCONTRACT AGREEMENT

CONTRACTOR:	CHRIS ALBRITTON CONSTRUCTION CO, INC. 2100 Bush Dairy Rd. Laurel, Mississippi 39443-7546 Phone: (601) 425-9100 Fax: (601) 425-3974	("Contractor")
SUBCONTRACTOR:	R&J Construction P.O. Box 6 Laurel, MS, Mississippi 39441 Phone: (601) 426-1042 Fax: Email:	("Subcontractor")
WORK:	Install Fill Dirt on Jobsite	("Work")
PROJECT:	Kiln-Delisle Road Bridge Kiln Delisle Road Pass Christian , Mississippi 39571	("Project")
OWNER:	Hancock Board of Supervisors 3068 Longfellow Drive #3 Bay St. Louis, Mississippi 39520	("Owner")
ARCHITECT ENGINEER:	Compton Engineering, Inc.	("Architect")
SUBCONTRACT DATE:	7/5/2022	("Contract")
SUBCONTRACT PRICE:	$50, 000.00 Fifty Thousand Dollars And Zero Cents.	("Price")
MONTHLY BILING DATE:·		("Monthly Billing Date")
MONTHLY BILING MAILED TO: (1 Original 0 Copies)	CHRIS ALBRITTON CONSTRUCTION CO, INC. 2100 Bush Dairy Rd. Laurel, Mississippi 39443-7546	
RETAINED PERCENTAGE:	Zero Percent (0.0%)	("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
(The above terms are incorporated by reference and are more fully explained below.)

On this (7/5/2022) Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

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Schedules

Schedule A	Description Of The Work
Schedule B	List Of Documents Included In The Contract Documents
Schedule C	Unit Prices And Allowances
Schedule D	Required Insurance Coverage
Schedule E	Temporary Facilities
Schedule F	Substance Abuse Policy

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

ARTICLE 1 - THE WORK

1.1 Subcontractor shall furnish all labor, supervision, services, materials, equipment, tools, scaffolds, transportation, storage and all other things necessary to perform the work described in Schedule A attached hereto (the "Work"), being a portion of the work required of Contractor under the Contract between Owner and Contractor. The Work shall be performed by Subcontractor strictly in accordance with the Contract Documents, which consist of the Contract and the plans, drawings, specifications addenda and other documents identified in Schedule B attached hereto, and all modifications issued hereafter thereto (the "Contract Documents"). If the Contract requires the Contractor to incorporate specific provisions or requirements in subcontract agreements, Subcontractor agrees that all of those provisions or requirements are incorporated in the Subcontract. Some of these provisions or requirement, along with other provisions, may he incorporated in a Rider attached hereto. The Rider, if any and all provisions and requirements contained therein are part of this Subcontract.

1.2 Contract Documents are available for examination by Subcontractor at the office of Contractor. The Contract made available to Subcontractor will be an unpriced copy. Subcontractor represents and agrees that it has had access to all Contract Documents and has carefully examined and understands the Contract Documents that Subcontractor deems relevant to the Work; has previously notified Contractor in writing of all ambiguities, inconsistencies and omissions, if any, in the Contract Documents that relate to the Work; as adequately investigated the nature and conditions of the Project site and locality; has familiarized itself with conditions affecting the difficulty of the Work; and has entered into this Subcontract based on its own examination, investigation and evaluation and not in reliance upon any opinions of representations of Contractor.

1.3 In the performance of the Work, Subcontractor agrees that, except as expressly otherwise stated in this Subcontract, it is bound to Contractor by the terms and conditions of the Contract Documents and that Subcontractor is obligated and liable to Contractor to the same extent Contractor is obligated and liable to Owner. Subcontractor hereby assumes toward Contractor all of the duties, obligations and responsibilities that Contractor has by the Contract Documents assumed toward the Owner. Subcontractor agrees to be bound by all interpretations, decisions or other written instructions by Owner, Architect, any court, arbitration panel, administrative tribunal or other body relative to any question, interpretation, ambiguity or discrepancy in the Contract Documents in the same manner as Contractor is bound; and Subcontractor agrees to comply with and to perform the Work as required by such interpretations, decisions or other written instructions. If Subcontractor incurs any additional cost, delay or disruption to the Work as a result of any such interpretation, decision or written instruction or as a result of any inadequacy or unsuitability, including without limitation, ambiguity, inconsistency or omission in the Contract Documents, Contractor shall only be obligated to pay additional compensation to Subcontractor or to extend the Subcontractor's time for performance if Contractor receives additional compensation or an extension of time from Owner, and then only to the extent, if any, of Subcontractor's equitable portion of such additional compensation or extension of time.

1.4 The Contract Documents and this Subcontract shall be read and interpreted together. If there is a conflict regarding the scope of the Work, the document requiring the more extensive work shall prevail unless the Contract directs otherwise. Otherwise, this Subcontract shall govern in the event of any conflict between the Contract Documents and Subcontract pertaining to the relationship between Contractor and Subcontractor.

ARTICLE 2 - PRICE

Contractor shall pay to Subcontractor for the satisfactory performance and completion of the Work under this Subcontractor the sum set forth above as the Price, subject to additions and deductions as herein provided. To the extent that the Work or any changes or modifications thereto are to be performed on a unit price basis, the Price shall be computed in accordance with the unit prices set forth in Schedule C based on actual quantities determined in accordance with the Contract Documents and this Subcontract. The Price and all unit prices shown in Schedule C include compensation for all costs, direct and indirect, of Subcontractor's performance of the Work or changes thereto.

ARTICLE 3 – PROGRESS PAYMENTS

3.1 Within the (10) working days of execution of the Subcontract, Subcontractor shall submit to Contractor for approval a detailed schedule showing a cost breakdown of the Price according to the various line items, or parts, of the work (with overhead and profit allocated to each item or part of the Work), for use only as a basis for checking Subcontractor's applications for payment.

3.2 Monthly Billing. On or before each Monthly Billing Date, Subcontractor shall submit to Contractor a progress payment application on Contractor's form. The application shall include the value of the portions of the Work completed, and if the Contract Documents provide for payments for stored materials, the value of the material suitably stored (to the satisfaction of Contractor and Owner) at the Project site or other approved location ("Stored Materials"). Subcontractor shall submit a partial release of lien and general release on Contractor's form with each payment application.

3.3 Payments.Subject to Article 5, within five (5) working days after receiving a progress payment from Owner, Contractor shall make a progress payment to Subcontractor equal to the approved value of the completed portions of the Work and the Stored Materials which were included in the Contractor's billing to Owner, less (a) all previous payment, (b) retainage (and any other reserve or withholding provided for in this Subcontract) and (c) all charges or backcharges for services, materials, equipment and other items furnished or otherwise chargeable by Contractor to Subcontractor. Any estimate or determination made by Owner (or Architect) of the value of the completed portions of the Work or of any deduction or offset for damages to the Work or for changes chargeable by Owner to Contractor on account of the Work, shall be binding on Subcontractor.

ARTICLE 4 - FINAL PAYMENT

4.1 Final billing from Subcontractor, including billing for all Change Orders, shall be submitted to Contractor not later than thirty (30) calendar days after completion of the Work.

4.2 The final payment, consisting of the unpaid balance of the Price, shall be due and payable within thirty (30) calendar days after all the following have occurred: (a) completion of the Work by Subcontractor; (b) acceptance of the Work by Architect and Owner; (c) final payment by Owner to Contractor under the Contract or outstanding claims, obligations, encumbrances or liens for labor, services, materials, equipment, taxes or other items incurred in connection with the Work; (e) delivery of all guarantees, warranties, bonds, instruction manuals, as-built drawings and similar items required of Subcontractor or its suppliers or subcontractors; and (f) delivery of a release of lien and general release on Contractor's form executed by Subcontractor. Contractor agrees that it is not the intent of this Subcontract that Subcontractor would be denied payment for work performed under this Subcontract or a Change Order and performed in full compliance with the Contract Documents because of Owner's refusal to pay Contractor for such work.

ARTICLE 5 - PAYMENT CONDITIONS

5.1 Subcontractor agrees that the payments made by Contractor will be held in trust by Subcontractor to he applied first to the payment of laborers, suppliers, subcontractors and others responsible for the Work and all taxes and insurance applicable thereto; and Subcontractor agrees to so hold and apply the payments from Contractor.

5.2 Contractor shall have the right at all times to contact Subcontractor's subcontractors and suppliers to insure that they are being paid in accordance with the terms of this Subcontract and the terms of their agreements with Subcontractor for labor or materials furnished for use in performing the Work. Subcontractor agrees that Contractor may, at any time, make payments due to Subcontractor by checks jointly payable to Subcontractor and one or more of Subcontractor's subcontractors or suppliers.

5.3 Subcontractor shall, as often as requested by Contractor, furnish all information Contractor requires, including, without limitation, a sworn statement, with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Subcontractor in connection with the Work and all payments made by Subcontractor on account thereof.

5.4 Withholding. In addition to retainage, Contractor may withhold from any progress or final payment all amounts which are reasonably necessary to protect Contractor against all risks, including, without limitation, attorney's fees, if any of the following occur; (i) Subcontractor fails to provide evidence satisfactory to Contractor that each of its subcontractors, suppliers and laborers has been paid for all labor, services, materials, and supplies used in the performance of the Work through the end of the pay period covered by the last progress payment (ii) the Owner reduces a payment to Contractor or backcharges Contractor for reasons attributable to the Work; (iii) a portion of the Work is unacceptable to Contractor, Owner or Architect; (iv) a third party asserts a claim against Contractor arising from the Work or evidence reasonably indicates that such a claim(s) may be filed; (v) the Subcontractor fails to carry out the Work in accordance with the Subcontract; (vi) the Work is not progressing in accordance with or will not be completed within the time allowed by the Schedule; (vii) Subcontractor fails to furnish certificates of insurance in compliance with Article 12 or bonds in compliance with Article 11; (viii) Subcontractor has not executed all contract documents, (ix) certified payrolls, if required, are not current, or (x) Subcontractor has not met its obligations under another subcontract with the Contractor.

5.5 No Payment shall be evidence of the performance or progress of the Work, or constitute or imply acceptance by the Contractor of any portion of the Work. Subcontractor agrees that acceptance of any payment shall constitute a release of the Contractor from all claims, or liability, other than for retainage, for any work, services, materials or equipment performed or furnished or for anything which occurred or which failed to occur during the payment period to which the payment relates. Acceptance of final payment by Subcontractor shall constitute a general release of Contractor, its surety and Owner.

5.6 As a condition precedent to any progress payment, final payment or retainage payment, the Owner must have first paid the Contractor for the progress payment, final payment or retainage payment.

ARTICLE 6 - TIME

6.1 Time is of the essence in the performance of this Subcontract. Subcontractor is aware of the Contract Time (as defined in the Contract Documents) and agrees to take any and all steps necessary to ensure that the Work is performed in such time as to permit Contractor to meet its obligations to Owner in accordance with the schedule for the Project to be prepared by Contractor ("the Schedule"). If Subcontractor fails to maintain the progress required by the Schedule and such failure is Subcontractor's fault, in whole or in part, Subcontractor agrees, at its sole cost and expense, to take whatever actions are necessary to get the Work back on schedule.

6.2 Subcontractor agrees at its sole cost and expense: (a) to submit to Contractor within fourteen (14) calendar days of the date of the Subcontract, a detailed, proposed schedule for the Work for Contractor's use in preparing the Schedule for the Project; (b) to begin the Work upon Contractor's order to do so; (c) to cooperate with Contractor and its other subcontractors and the other contractors, if any; (d) to perform the Work in such sequence as Contractor may direct; (e) when requested, to provide all information required to prepare updates or revisions to the Schedule; and (f) to furnish at all times sufficient and qualified forces and supervision, adequate and conforming materials, equipment, tools and all other things necessary to achieve the progress required by the Schedule. Subcontractor agrees that Contractor has full discretion with regard to

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

preparation to the Schedule and updates or revisions thereto during the course of the Project, and that Subcontractor shall perform the Work in accordance with the requirements of the Schedule and all revisions or updates thereto.

6.3 Subcontractor agrees: (a) to order (for manufacturer and/or purchase and delivery) all materials and equipment required for the Work as soon as possible to avoid delays caused by unavailability; (b) to furnish Contractor within thirty (30) calendar days of the date of this Subcontract a list of major materials and equipment required for the Work, showing the name, address and telephone number of the supplier and the dates on which such materials and equipment are expected to be delivered to the Project site; (c) to furnish Contractor, upon demand, a copy of each major purchase order and subcontract (at Subcontractor's option, price information may be deleted) (d) to cause a qualified home office supervisory representative to attend scheduled progress meetings; and (e) to notify Contractor immediately and confirm in writing within forty-eight (48) hours, if Subcontractor finds that any item cannot be delivered as required to maintain the Schedule.

6.4 Damages. Subcontractor represents that it has satisfied itself as to any provision in the Contract Documents concerning liquidated damages, and agrees that in the event liquidated damages are imposed by Owner on Contractor as the result, in whole or in part, of the performance or non-performance of Subcontractor, such liquidated damages (or an appropriate share thereof) will constitute one element of the damages that Contractor shall be entitled to recover from Subcontractor by backcharges or otherwise. In addition, Subcontractor agrees to reimburse Contractor for any loss or damage, including damages that may become due to the Owner under the Contract Documents, and for any extra expense incurred by the Contractor that result from Subcontractor's failure to deliver timely any and all materials or failure to perform timely any and all Work.

ARTICLE 7 – EXTENSION OF TIME

Subcontractor shall be granted an extension of time for delays in the performance of the Work only to the extent an extension is allowed the Contractor by the Owner for performance of the Work; provided, if Subcontractor is delayed by Contractor or other subcontractors of Contractor, and Subcontractor gives the required notice, Subcontractor shall be entitled to an extension of time equal to the delay. Regardless of the cause of the delay, the Subcontractor agrees it shall not be entitled to compensation or damages for any delay (including, without limitation, impact, inefficiency and disruption) in the performance of the Work except to the extent that Contractor shall receive such compensation or damages from Owner or other third party. Subcontractor shall not be entitled to an extension of time or to compensation or damages for any delay unless a written notice of that delay is delivered to Contractor within two-thirds of the time period allowed by the Contract Documents or within seven (7) calendar days of the beginning of the event causing the delay, whichever is the shorter period of time.

ARTICLE 8 - CHANGES

8.1 Without notice to Subcontractor's surety and without invalidating this Subcontract or the surety bonds, Contractor may from time to time, by written directive to Subcontractor, require Subcontractor to make changes in the Work (both additions and deletions), and the changed work shall be part of the Work. Subcontractor shall perform changed work as part of the Work and in accordance with the terms of this Subcontract, when directed to do so in writing by Contractor.

8.2 Subcontractor specifically agrees that it is bound by any and all disclaimers in the Contract Documents that relate to subsurface, latent conditions, differing conditions, unknown conditions or that otherwise deal with changed conditions at the Site ("Differing Conditions"). Should Subcontractor encounter Differing Conditions during the progress of the Work, Contractor's attention shall be called to same in writing before such conditions are disturbed.

8.3 Within two-thirds of the time period required by the Contract Documents or seven (7) calendar days of a change in the Work or discovery of a Differing Condition, whichever is the shorter period of time, Subcontractor shall submit to Contractor a written proposal for the change in the Work or the Differing Condition amply detailed and supported and conforming to the requirements of the Contract Documents and the Subcontract. Subcontractor agrees that it waives all its rights to both price and time adjustments if it fails to submit its written proposal within the required time.

8.4 Subcontractor agrees that adjustments in the Price (including the Subcontractor's costs, if any, caused by changes to the work of others) or the time the Work for changes directed by Owner for the Differing Conditions shall be limited to Subcontractor's portion of the adjustments actually made by Owner under the Contract Documents (less, in the case of price adjustments, any markup or other similar amount allowed by Owner for Contractor's account). When changes are the subject of unit prices under Schedule C, the Price adjustment shall be limited to the amount obtained by applying such unit prices to the number of units allowed by Owner.

8.5 Subcontractor's price quotations for all changes or Differing Conditions shall be based on actual savings or costs. Actual savings and costs will include the following items: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and other charges or fringe benefits required by law, agreement or custom; workmen's compensation insurance; bond premiums actual rent for, or reasonable rental value of Subcontractor owned equipment and machinery; all other costs to be incurred in or as a consequence of the change or Differing Conditions plus allowances for all direct and indirect overhead costs (site, branch and home office); and profit.

8.6 A Change Order to this Subcontract is a written modification of terms of the Subcontract signed by the parties. Once an agreement has been reached with respect to whether Subcontractor is entitled to price or time adjustments as a result of changed work, including deleted work, or Differing Conditions, the agreement shall be reflected in a Change Order.

8.7 The parties agree to attempt to determine the amount of any Price adjustment and the extent of any time adjustment (a) prior to performance of the changed work for a change which adds any work; (b) prior to the deletion for a change which only deletes work; and (c) promptly after the discovery of Differing Conditions for Differing Conditions. Subcontractor, however, will promptly proceed with changes (whether additions or deletions) and with the Work despite Differing Conditions when directed to do so in writing by Contractor even if Subcontractor and Contractor have not agreed upon price and time adjustments related to the changes or Differing Conditions. In such event, Subcontractor shall maintain records of the actual costs Subcontractor incurred or saved as a result of the changes or as a result of the Differing Conditions and furnish such records to Contractor on a weekly basis. The final adjustment in the Price or time of performance as a result of the changed work or the Differing Conditions will then be determined after final completion of the Work. Subcontractor's failure to comply with a written directive from Contractor to proceed with a change or to proceed with the Work despite Differing Conditions is a material breach of this Subcontract.

8.8 Subcontractor shall not proceed with changed work in any event unless it first receives a written directive from Contractor or a Change Order which covers the changed work has been issued and agreed to. Subcontractor shall not be entitled to either a price or time adjustment if it performs changed work before receiving a written directive or a Change Order from Contractor to perform such changed work.

ARTICLE 9- DISPUTES CONCERNING WORK SCOPE

In the event there is a dispute whether any work is part of the Work, Subcontractor shall proceed with such work as if it were part of the Work on receipt of a written directive to do so from Contractor. Subcontractor shall make the claim, if any, for a Price or time adjustment as if such work were changed work; and if Contractor and Subcontractor cannot reach an agreement with regard to the work in dispute, then the issue shall be resolved through arbitration as provided in Article 29.

ARTICLE 10 - PRICING AND DOCUMENTATION

10.1 General. Subcontractor agrees to comply fully with all federal, state and local laws, ordinances and regulations relating to cost and pricing data (including certification thereof), audit of books and records and certification of claims to the full extent such laws, ordinances and regulations are applicable to the Contractor.

10.2 Price and Cost Data. In addition to and without limiting the obligations imposed in Paragraph 10.1 above, Subcontractor agrees and represents that all cost and pricing data and all data related to requested time adjustments submitted by it in connection with any claim, proposal or request for an addition to or decrease in the Price or for an extension of time (including, without limitation, a request or proposal for a Change Order and/or claims made in arbitration and litigation) shall be accurate and complete, shall accurately represent the actual costs Subcontractor has incurred or saved or reasonably expects to incur or save and shall set forth the adjustment in the Price and extension of time that Subcontractor in good faith believes it should receive.

10.3 Audit. In addition to and without limiting the obligation assumed in Paragraph 10.1 above, Subcontractor agrees that Contractor has the right to cause the books and records of Subcontractor to be audited by Contractor or an independent auditor selected by Contractor in order to verify the completeness and accuracy of the COST and pricing data submitted by Subcontractor to Contractor in connection with any claim or proposed or requested adjustment to the Price. Contractor shall bear the cost of such audit unless the audit establishes that Subcontractor's cost and pricing data was not complete and accurate, in which case Subcontractor shall bear the cost. The purpose of Paragraph 10.3 is limited to providing the right of audit when necessary to verify the completeness or accuracy of cost and pricing data submitted by Subcontractor in connection with any claim or requested adjustment to the Price.

10.4 Certification of Claims. In addition to and without limiting the obligation assumed in Paragraph 10.1 above, upon written request of Contractor, Subcontractor agrees to cause a responsible, authorized Officer to execute and furnish to Contractor a certificate certifying that any claim submitted by Subcontractor to Contractor is made in good faith, that the supporting data are accurate and complete to the best of Subcontractor's knowledge and belief, and that the price or time adjustments requested accurately reflect the adjustment(s) for which the Subcontractor believes the Contractor and/or Owner is liable.

10.5 Indemnity. In exchange for ten dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, Subcontractor agrees to indemnify and hold Contractor harmless from all costs, expenses (including legal and accounting fees and associated costs), fines, forfeitures, claims and other liabilities that Contractor incurs, in whole or in part, as a result of Subcontractor failing to comply fully with any obligation arising under paragraphs 10.1, 10.2, 10.3 or 10.4 above.

ARTICLE 11- BONDS

11.1 If so indicated on page 1 hereof, Subcontractor shall furnish, within ten (10 calendar days of the date of the Subcontract, at its expense, separate performance and labor and material payment bonds, each in an amount equal to the Price, on Contractor's standard forms and with a surety or sureties satisfactory to Contractor.

11.2 No payment shall be made to Subcontractor for work performed pursuant to this Subcontract until the required payment and performance bonds have been delivered to Contractor. Provided, in the event the Subcontractor cannot provide the Contractor with the required payment and performance bonds, Contractor may elect, without waiving the right to insist upon such bonds at any time, to permit the Subcontractor to proceed without bonds. If Contractor subsequently elects to insist on bonds, and

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Subcontractor either refuses to or cannot provide payment and performance bonds, then Contractor shall have the right to terminate subcontractor's right to proceed under this Subcontract in accordance with Paragraph 27.2 and to pursue any and all other remedies available to Contractor.

11.3 Subcontractor shall furnish an additional and/or substitute performance bond and labor and material payment bond, with a surety or sureties satisfactory to Contractor if:

(a) Any surety upon any bonds furnished with this Subcontract becomes unacceptable to the Contractor.
(b) Any surety fails to furnish reports on its financial condition as may be required by the Contractor.
(c) The Price is increased so that penal sum of any bond becomes inadequate in the sole opinion of the Contractor.

11.4 Contractor has the right, but not an obligation, to require a Consent of Surety for any modification, change or alteration to the Subcontract. Failure of Subcontractor to submit a Consent of Surety within seven (7) calendar days after Contractor requests the consent will constitute a material breach of the Subcontract.

11.5 Contractor has the right, but not an obligation, to make final payments, including payment of retainage, by joint check to Subcontractor and Subcontractor's surety.

ARTICLE 12 - INSURANCE

12.1 Before commencing the Work, Subcontractor shall provide and pay for insurance coverage's not less than those specified in Schedule D attached hereto from companies acceptable to Contractor. The limits and types of insurance required by this contract are the minimums required and shall not relieve, reduce or limit the liability of the Subcontractor. Such insurance shall remain in effect for one (1) year after completion of the project. If the Project includes residential property, the insurance provided shall not exclude residential work; such exclusion shall be considered a material breach of this subcontract.

12.2 Subcontractor shall furnish a certificate and the appropriate general liability endorsements, satisfactory to Contractor, from each insurance company providing coverage to Subcontractor. The certificate shall show the required insurance to be in force and state that the insurance will not be cancelled, non-renewed or materially changed except after providing at least thirty (30) days actual, written notice to Contractor or longer if required by the Contract Documents. Contractor shall have the right but not the obligation to review all of Subcontractor's insurance policies applicable to the Project.

12.3 With respect to the insurance required to be furnished by this agreement, Subcontractor and its sub-subcontractors and their insurers hereby waive all rights of subrogation against the Contractor, the Owner, and their Officers, Agents, and Employees and any other entity(s) or person(s) required by the contract between Contractor and Owner.

12.4 Subcontractor shall immediately advise Contractor, in writing, of the facts and details of every accident and personal injury occurring in connection with the Work and shall make available, if requested by Contractor, a copy of every accident report made to Subcontractor's insurance carrier(s).

12.5 In the event that damage or loss to the Work is covered by any Builder's risk or similar property insurance policy provided by the Contractor or Owner, Subcontractor agrees to pay its pro-rata share of any applicable deductible as the loss to Subcontractor's Work applies to the total 1055.

12.6 Before beginning any work on the project, Subcontractor shall cause Contractor, Owner, Architect, Engineer and their Officers, Agents and Employees and any other entity(s) and or person(s) required by the contract between the Contractor and the Owner, to be named as additional insured's under the Subcontractor's General Liability, Automobile Liability and Excess Liability Policy(s). Subcontractor and its insurer(s) agree that for liabilities and responsibilities assumed by the Subcontractor under this agreement, such policies shall be primary insurance for the Contractor and any other Additional Insured(s) and that the insurance maintained by the Contractor and other Additional Insured's shall be Excess and Non-Contributory. Compliance with this requirement shall be accomplished by endorsement to the policies as specified in Schedule D attached.

ARTICLE 13 - DAMAGES

Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other property owner, rented, or used by Subcontractor, or anyone employed by Subcontractor, in the performance of the Work; and Subcontractor shall maintain such insurance and take such protective action as it deems desirable with respect to such property. Except to the extent of any proceeds received by Contractor for the benefit of Subcontractor under a builders' risk or fire insurance policy, Subcontractor agrees that Contractor shall not be responsible for any loss or damage to the Work. Subcontractor shall take all precautions necessary to protect the Work from loss or damage prior to acceptance of the Work by Owner. Subcontractor shall be responsible for the correction or restoration of any loss of and all damage to the Work occurring prior to acceptance of the Work by Owner and for the correction or restoration of any loss of and all damages to the Work of Contractor or any other subcontractor, resulting from the operations of Subcontractor, or its subcontractors, agents, or employees.

ARTICLE 14 – INDEMNITY

14.1 In exchange for ten dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of the Subcontract, Subcontractor agrees to defend, indemnify and hold harmless Contractor and Owner, and their Officers, directors, agents and employees, separately and severally, from and against any claim, cost, expense, or liability (including attorneys' fees), attributable to bodily injury~ personal injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused in whole or in part by, arising out of, resulting from, or occurring in connection with the performance of the Work by Subcontractor, its subcontractors, or their agents, or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Subcontractor's duty hereunder shall not arise if such injury, sickness disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. Subcontractor's obligation hereunder shall not be limited as to amount or type of damages by the provisions of any worker's compensation act, disability act or other employee benefit act.

14.2 If Owner or any other person or entity asserts a claim or institutes a suit, action or proceeding against Contractor involving the manner or sufficiency of the performance of the Work, Subcontractor shall, upon written request of Contractor, promptly assume the defense of such claim, suit, action or proceeding, at Subcontractor's expense, Subcontractor shall indemnify and save harmless Contractor and its agents and employees, from and against any liability, loss, damage, or expense, including attorneys' fees, arising out of or dated to such claim, suit, action or proceeding in accordance with Paragraph 14.1. Contractor shall also be entitled to recover any attorney's fees or other costs expended in enforcing this indemnification and defense obligation.

14.3 [Reserved].

14.4 Subcontractor expressly agrees that this indemnification, defense and hold harmless agreement is valid as of the date of the subcontract even if the subcontract is not fully executed until after the date of the subcontract and is intended to include, without limitation, all claims, (events, or losses which may have occurred on or after the date of the subcontract regardless of whether the subcontract was fully executed prior to the date of the claim, event, or loss.

ARTICLE 15 - ASSIGMENTS AND SUBCONTRACTS

Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any substantial part of the Work without the prior written consent of Contractor. Subcontractor shall not be relieved of its duties and obligations hereunder by any assignment or subcontract, and Subcontractor shall be and remain fully responsible and liable for the acts and omissions of its assignees and subcontractors, and all persons directly or indirectly employed by them.

ARTICLE 16 - COMPLIANCE

16.1 Subcontractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity'. Subcontractor shall defend, indemnify and save harmless Contractor and Owner and their agents and employees from any loss, liability, expense (including attorneys' fees), citations, assessments, fines or penalties resulting from violations of such statutes, ordinances, rules, regulations or orders in connection with the performance of the work.

16.2 Subcontractor warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986, including but not limited to all of its I-9 employer verification provisions, and any future changes to the Act, as ell as with any applicable State immigration compliance laws. Subcontractor warrants that it has an I-9 verification policy which it administers uniformly throughout the company. Should Subcontractor ever be made aware of any Notice of Intent to Fine for its employer verification practices, or for a Request for I-9 inspection by Department of Homeland Security or United States Department of labor, it will, within 5 business days, notify Contractor in writing and will subsequently provide the results of the Notice of Intent to Fine or I-9 inspection process. This obligation applies as well to any compliance notices received from any applicable State authority.

16.3 Subcontractor is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

ARTICLE 17 - SAFETY

17.1 Subcontractor accepts complete responsibility for the health and safety of its employees and its subcontractors' employees, the safe performance of the Work, compliance with safety procedures and policies issued by the Contractor and in the Contract Documents, and compliance with all applicable health and safety laws, including the regulations and standards of the Occupational Safety & Health Act of 1970 ("OSHA"), as amended. Subcontractor shall cooperate with Contractor, Owner and all other contractors and subcontractors in their respective safety programs.

17.2 In the event that Subcontractor or any of its employees or its subcontractors' employees fails to comply with any health and safety requirements or if Contractor deems any part of the Work unsafe, Contractor may require Subcontractor to stop work and/ or remove any non-complying employees. Subcontractor shall not be entitled to any additional time or money as a result of Contractor stopping the Work when the Work was stopped due to Contractor's concern about safety deficiencies.

17.3 Subcontractor shall comply with the safety-related recommendations of insurance companies having an interest in the Project.

17.4 Contractor shall have no duty to monitor Subcontractor's practices or performance of the Work for safety and shall have no duty to stop Subcontractor's unsafe practices or to ensure that Subcontractor's practices and methods of performing the Work are safe.

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17.5 Subcontractor will report the occurrence of serious injury or equipment/property damage to Contractor's Project Manager immediately. In addition, Subcontractor shall submit to the Contractor's Project Manager the following, when applicable, within five (5) working days of the injury or damage: (a) a copy of "Employer's First Report of Injury"; (b) a copy of all property/casualty insurance claim reports; and (c) a copy of all OSHA inspection/citation reports.

17.6 Subcontractor will provide a means of fall protection for all employees working in areas where they are exposed to falls of greater than six feet.

17.7 Prior to starting work, Subcontractor will evaluate its work plan for the project to assess safety hazards which may be encountered and will notify Contractor of its plan for abating safety hazards in its work.

ARTICLE 18 - CLEANING UP

18.1 Subcontractor shall, at its sole cost and expense: (a) keep all areas in which it is working free from Subcontractor's waste materials, packaging and other debris by collecting and removing such debris on a daily basis; (b) at the completion of the Work in an area, make that area "broom-clean"; and (c) prior to final inspection, clean and prepare the Work for acceptance by Owner.

18.2 If Contractor incurs any expenses performing cleanup work for the Subcontractor, Subcontractor will be back charged for such expenses, provided Contractor gave Subcontractor written notice of Subcontractor's failure to comply with its obligation to keep its work areas clean and free of waste materials at least twenty-four (24) hours prior to the time when Contractor performed cleanup work for the Subcontractor. If Contractor performs cleanup work involving more than one subcontractor's work, Contractor's decision on the allocation among subcontractors of cleanup costs incurred by Contractor shall be final and binding on Subcontractor.

ARTICLE19 – TEMPORARY FACILITIES

Temporary facilities and services shall be provided by the Contractor in accordance with schedule E attached hereto.

ARTICLE 20 – QUALITY

Subcontractor shall provide materials and workmanship conforming to the requirements of the Contract Documents. Subcontractor shall provide proper facilities and opportunity at all times for the inspection of the Work by Contractor, Owner, Architect and their representatives. Subcontractor shall, within twenty-four (24) hours after receiving written notice from Contractor, at Subcontractor's sole cost and expense, take down and remove from the Project site all portions of the Work which the Contractor, Owner or Architect have condemned as unsound, improper or as failing in any way to conform to the Contract Documents or this Subcontract and shall replace the same with proper and conforming work. Subcontractor shall be responsible for all work damaged or destroyed in connection with the removal or replacement of condemned work. Contractor's failure to discover and notify Subcontractor of defective or nonconforming work at the time the Work or any portion thereof is performed or completed shall not relieve Subcontractor of responsibility for replacement of the defective or nonconforming work and all damages resulting there from. If the Owner elects to accept defective or nonconforming work, Contractor may require Subcontractor to accept an adjustment in the Price to the extent Owner requires Contractor to do so, and/or furnish an extended warranty.

ARTICLE 21- GUARANTEES

Subcontractor warrants and guarantees the Work to the full extent provided for in the Contract Documents and to the full extent required of Contractor of Subcontractor by the law of the state where the Project is located. Without limiting the foregoing or any other obligation with respect to the Work, Subcontractor shall, at its sole cost and expense, make good any faulty, defective or improper parts of the Work discovered by the Contractor, Architect or Owner within one (1) year from the date of acceptance of the Project or within such longer period as may be required by the Contract Documents or by law.

ARTICLE 22 - SUBMITTALS

22.1 Subcontractor shall promptly prepare or obtain and submit to Contractor all shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports, engineering calculations and submittals ("Submittal") required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. All Submittals shall be submitted so as to permit the Work to be performed in accordance with the Schedule.

22.2 Neither review of nor approval of Submittals by Contractor, Owner or Architect shall relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents or its responsibility for the proper matching of the Work to contiguous work. Subcontractor shall identify each and every variance between any Submittal and the requirements of the Contract Documents at the time of transmission either prominently on the Submittal or specifically in a transmittal letter accompanying the Submittal. No modification, revision or other notation on a Submittal that changes or modifies the Contract: Documents shall be valid (even if the drawing or Submittal is approved) unless there is a Change Order issued approving same.

ARTICLE 23- PERFORMANCE

23.1 Subcontractor, in performing the Work, acts as an independent contractor and not as an agent or employee of Contractor. Subcontractor, consistent with the requirements of the Contract Documents, the Subcontract and the Schedule, is free to perform the Work by any appropriate means as it may choose.

23.2 Subcontractor shall notify and obtain the approval of Contractor before the arrival of Subcontractor's forces or delivery of materials and equipment to the Project site, before any substantial change in either the composition or size of its forces, and before leaving the Project site.

ARTICLE 24 - LIENS

Subcontractor agrees to turn the Work over to Contractor free and clear of all liens, claims or encumbrances. Subcontractor shall defend, indemnify and save harmless Contractor, Contractor's sureties and Owner from any lien, encumbrance, claim of lien or suit in connection with a lien or encumbrance filed or maintained by any laborer, material men, subcontractor, or other person directly or indirectly acting for, through or under Subcontractor, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to Contractor or from Contractor to Subcontractor. Without limiting the foregoing, Subcontractor shall cause any such lien, encumbrance or claim of lien to be satisfied, removed or discharged by bond, payment or otherwise within ten (1) days from the date of filing or receipt of notice, whichever is earlier. Failure to do so is a breach of the Subcontract whether the claim of the party filing the lien is valid or not, and Contractor shall be indemnified from all losses and costs, including, without limitation, Owner and Contractor's attorneys' fees, incurred as a result of any such claim or lien and those costs incurred in enforcing the indemnification obligation of Subcontractor.

ARTICLE 25 – PATENTS AND COPYRIGHTS

Subcontractor shall defend, indemnify and save harmless Contractor and Owner from and against any claim, cost, expense or liability (including attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent rights or copyrights in connection with the Work, except to the extent that Owner may have assumed responsibility therefore under the Contract Documents. Subcontractor shall pay all royalties, license fees and similar charges for patented or copyrighted material used in or incorporated in the Work.

ARTICLE 26 - LABOR

26.1 Subcontractor agrees that strikes, slowdowns or similar interruptions or disturbances (including cases where the Subcontractor's employees are engaged in a work stoppage solely as a result of a labor dispute involving Contractor or others and not in any manner involving Subcontractor) shall not excuse Subcontractor from the obligation to perform the Work timely and in accordance with the Schedule; and in such event, Contractor shall be entitled to the rights and remedies provided in Paragraph 27.2. Subcontractor shall maintain and exercise control over all employees engaged in the performance of the Work, and shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly performance of the Work in the opinion of the Contractor.

26.2 Contractor is an equal opportunity employer complying with Title VII of the Civil Rights Act of 1964.

26.3 Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, disability, sex or national origin.

ARTICLE 27 – TERMINATION AND DEFAULT

27.1 Contractor, by written notice, may terminate the Subcontract in whole or in part for Contractor's convenience. In such event, Subcontractor will be compensated for the reasonable cost of all work performed and all materials purchased for the Work prior to the termination including a reasonable profit thereon, plus reasonable out-of-pocket costs of terminating the Work, but shall receive no compensation, profit or overhead for unperformed work or for materials not yet purchased. Regardless of the foregoing, the total sum Subcontractor shall be entitled to be paid in the event of a termination for convenience, including all prior payments to Subcontractor, shall not exceed the Price. Subcontractor shall not be entitled to any other compensation or payment, in the event of a termination for convenience other than as specifically provided in this Paragraph 27.1

27.2 If Subcontractor voluntarily seeks protection of the Federal Bankruptcy Laws or is involuntarily placed in bankruptcy, or if any action is brought against Subcontractor which impairs the ability of Subcontractor to perform its obligations under this Subcontract, or if the Subcontractor makes a general assignment for the benefit of creditors, or if a receiver for Subcontractor is appointed, or if Subcontractor refuses, fails or is unable to supply enough properly skilled workmen or materials to perform the Work according to the Schedule, of if Subcontractor fails to make prompt payments for materials or labor supplied to Subcontractor for the Work, of if Subcontractor disregards laws, ordinances, rules, regulations, or orders of any public authority related to the work, or if Subcontractor otherwise violates any provision of the Contract Documents then Contractor shall have the right to notify Subcontractor, in writing, of Subcontractor's default in performance, and to require that Subcontractor cure such default within seven (7) calendar days after its receipt of such notice, then Contractor may, at its option, without releasing or waiving any other rights and remedies against Subcontractor and Subcontractor's sureties and without prejudice to any other right it may be entitled to under this Subcontract or by law, terminate Subcontractor's right to proceed under this Subcontract by written noticed. Notwithstanding the foregoing notice requirement, Contractor may, in its sole discretion, supplement the forces of Subcontractor to perform a portion of Subcontractor's work upon twenty-four (24) hours notice of Subcontractor, and charge Subcontractor the costs associated with the supplementation if Subcontractor is in default of this Subcontract. After such termination and without further notice, Contractor may enter upon and take possession of all materials, equipment, tools, construction equipment and machinery located on the site, stored off site or located at other facilities of Subcontractor or its subcontractors or vendors and which are allocated to or assigned to the Project or which were purchased for the Project, and Contractor or its designee may complete the Work by whatever method Contractor deems reasonable under the circumstances. In the event of such termination by Contractor, Subcontractor shall not be entitled to any further payment or compensation except as provided in this Paragraph 27.2. In the event the unpaid balance of the Price, after deduction of all claims that Contractor may have against Subcontractor, exceeds the total cost of finishing the Work (including without limitation Contractor's reasonable overhead and profit, the cost of Architect's additional services, attorneys' fees and all other legal costs and all other costs and charges related to the termination or the completion

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of the Work), such excess shall be paid to Subcontractor upon satisfaction of the conditions for final payment set out in Article 4. In the event the total cost of completing the Work, including Contractor's additional costs and attorney's fees, exceeds the unpaid balance of the Price, Subcontractor and its sureties shall be liable to and shall promptly pay such difference to Contractor.

27.3 If Subcontractor is prevented from working for a period of sixty (60) calendar days under order of any court or other public authority having jurisdiction through no act or fault of the Subcontractor or its agents or employees, or any other persons performing any of the Subcontractor's Work, or as a result of an act of government (such as declaration of national emergency making materials unavailable for Subcontractor's Work), then Subcontractor may terminate this Subcontract and recover from the Contractor payment for all of Subcontractor's Work completed prior to the termination and in place (less the amount of Contractor's claims against Subcontractor, if any); provided nevertheless, that such payment (a) shall include profit and overhead only for the portion of the Work completed and in place; (b) shall be Subcontractor of all of the conditions of Articles 4 and 5, to the extent of the Work completed prior to the termination hereunder. In the event of such termination, Subcontractor shall have no right to any compensation or recovery of any kind, including without limitation, consequential damages, from Contractor except as specifically provided in this Paragraph 27.3.

ARTICLE 28 - INSPECTION, TESTS AND CUTING AND FITTING

28.1 Subcontractor agrees to perform all tests and inspections called for in the Contract Documents and to make provision for inspection and testing by Contractor, Owner or Architect at the Project site or at Subcontractor's facilities to determine whether the Work or materials and equipment or processes used in the Work conform with the Contract Documents. The failure of Contractor, Owner or Architect to inspect, to test or to discover defective workmanship, materials or equipment shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents and shall not prejudice the rights of Contractor, Owner or Architect to reject or require correction of the same.

28.2 Subcontractor shall do all cutting, fitting or patching necessary for the performance of the Subcontract Work. Subcontractor will repair or pay the cost or repair of any damage, including, without limitation, damage to work performed by others, caused by Subcontractor in the performance of the Work.

ARTICLE 29 – CLAIMS AND DISPUTES; ARBITRATION

29.1 The parties hereto intend that all claims of Subcontractor shall be resolved in accordance with the provisions of the Contract Documents and this Subcontract, including Articles 8, 9 and this Article 29, and that Subcontractor's recoveries on its claims, if any, shall be limited to Subcontractor's portion of the relief Contractor receives from Owner as a result of such claims.

29.2 Contractor agrees to make a good faith effort to have Owner honor any just claim presented by Subcontractor. Subcontractor shall be responsible for the prosecution and presentation of any claim against or to Owner and shall pay all expenses of said prosecution or presentation, including without limitation, attorneys' fees. It shall be Subcontractor's obligation to give Contractor adequate notice to ensure that Contractor can give all notices required by the Contract Documents with respect to such claim in a timely manner. In addition to the other provisions of this Subcontract dealing with payment, Change Orders or notice requirements, Subcontractor understands and agrees that Subcontractor waives all right to and has no right to payment for any claim or request for additional compensation of any kind that is submitted more than thirty (30) calendar days after the completion of the Work. Except as provided in Paragraph 29.3 hereof, Subcontractor agrees to be bound by the determination of Owner or Architect with respect to all claims.

29.3 If an appeal or legal proceeding is specifically permitted by the Contract Documents and if requested in writing by Subcontractor, Contractor will, in its name and on Subcontractor's behalf, appeal any decision of Owner or Architect or institute a legal proceeding against the Owner or Architect, then in any such event, the Subcontractor shall be responsible for filing fees, court costs, expert fees and any expenses, arbitration costs and attorneys' fees, attributable thereto (and, if requested, shall make an advance deposit for such costs) and shall render all assistance requested by Contractor. If claims on behalf of other subcontractors are involved in such an appeal or legal proceeding, Subcontractor shall pay only its proportionate share (as determined by the ratio of the face amount of its claim to the total of all claims l of the costs and expenses. Subcontractor shall be bound by the determination rendered on such an appeal or in such legal proceeding and shall be entitled only to is proportionate share of any actual net recovery from Owner, less Contractor's overhead and profit.

29.4 Except as provided in Paragraph 29.5, any claims of Subcontractor that cannot be resolved in accordance with the provisions of the Contract Documents or the Subcontract, shall be finally determined by binding arbitration in accordance with the current Construction Industry Rules of the American Arbitration Association by one or more arbitrators selected in accordance with said Rules. The parties acknowledge that this Subcontract evidences a transaction involving interstate commerce and that this agreement to arbitrate is enforceable under 9 U.S.C.. §§ 1, et seq. The place of arbitration shall be selected by the Contractor. Subcontractor shall not stop, hinder or delay the Work in any way during the pendency of arbitration. Should the Contractor through litigation, arbitration, or other means seek enforcement of any of the provisions hereof or seek to protect its interests in any matter arising under this Subcontract, or seek to collect damages for the breach of this contract, or seek to prosecute or defend any suit resulting from this Subcontract, or seek to recover on the performance and payment bond given by the Subcontractor under this contract, the Subcontractor and his surety, jointly and severally, agree to pay Contractor all costs, expenses, and attorneys' fees incurred in the investigation, preparation, and trial or hearing of such matters and otherwise reasonably related thereto.

29.5 Regardless of the agreement to arbitrate set forth in Paragraph 29.4, Subcontractor hereby agrees that upon Contractor's request, Subcontractor will consent to becoming a party to any legal proceeding involving the Project and Subcontractor's work and to the jurisdiction of any court or other forum in which the proceeding is pending. Subcontractor acknowledges that this provision is intended to permit Contractor to cause Subcontractor to be a third party defendant to claims by Owner, other subcontractors or third parties against Contractor.

29.6 Pending final resolution of a claim, including arbitration, unless otherwise agreed in writing, the Subcontractor shall proceed diligently with performance of the Contract and the Contractor shall continue to make payments in accordance with the terms of this Subcontract.

ARTICLE 30 - SUBSTANCE ABUSE POLICY

30.1 Subcontractor agrees to implement Contractor's Substance Abuse Policy contained in Schedule f attached hereto (the "Policy") or a substance abuse control program substantially similar to the Policy. Subcontractor agrees that it will enforce the prohibitions contained in the Policy or its own program, will test for drugs and alcohol pursuant tot the Policy or its own program, and will be responsible for receiving test results from the testing laboratory and administering discipline as required by the Policy or its own program.

30.2 Subcontractor specifically agrees to test its employees for drugs on a random basis as stated in the Policy or pursuant to its own program. As part of this random testing requirement, Subcontractor agrees to test all of its employees on the Project site on the date or dates Contractor selects to test its own employees.

30.3 Contractor agrees to defer to Subcontractor's interpretation of the Policy or its own program as it applies to Subcontractor's employees with regard to matters such as testing (other than random testing) and discipline as long as Subcontractor's interpretation is reasonable and is consistent with the purpose of the Policy to prevent substance abuse by all employees on the Project site.

ARTICLE 31- HAZARDOUS SUBSTANCES

Subcontractor agrees and guarantees that it will not employ any materials in the performance of the Work or install any materials which contain hazardous substances except as permitted by applicable law. Subcontractor further agrees that it will remove (in a manner in accordance with applicable law) any materials which contain hazardous substances and which were installed by Subcontractor in violation of this provision, will replace them with materials that do not contain hazardous substances and will repair any of the Work or the work of others damaged by such removal and replacement. The removal, replacement and repair shall be at Subcontractor's sole expense. Subcontractor also agrees, in exchange for ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, to indemnify and defend Contractor from any and all claims, damages, expenses and liability of any kind relating in any way to Subcontractor's use of or installation of materials containing hazardous substances.

ARTICLE 32 - USE OF CONTRACTOR'S EQUIPMENT

If Subcontractor uses the equipment, machinery, tools or materials of Contractor or other subcontractors or if Contractor performs any of the work for Subcontractor which Subcontractor is required by this Agreement to perform, Subcontractor agrees to defend, indemnify and hold harmless Contractor, its agents and employees against any claims, demands or lawsuits for loss or damage to property or personal injury which may be made against Contractor arising from or related to the use by Subcontractor of the equipment, machinery, tools or materials of Contractor or the performance of Subcontractor's work by Contractor. In addition to the obligations set forth above, Subcontractor agrees to waive all rights to claim against Contractor for any loss, damage or lawsuit incurred by Subcontractor which results from Subcontractor's use of the equipment, machinery, tools or materials of Contractor or from the performance of a portion of Subcontractor's work by Contractor.

ARTICLE 33 - MISCELLANEOUS

33.1 Joint Venture or Partnership. If Subcontractor is a joint venture or partnership, each party to the joint venture or partnership represents and agrees that the person who signs this Subcontract on behalf of Subcontractor is authorized to sign and by signing this Subcontract jointly and severally obligated each of them to all undertakings and obligations set forth in the Subcontract Documents.

33.2 Governing Law. The validity, interpretation and performance of this Subcontract shall be governed by the law of Mississippi, except: (a) If any provision or requirement of this Subcontract or the Contract Documents provides that the law of another state or the law of the federal government is applicable to, controls, governs or determines certain duties, responsibilities, or obligations, including warranty obligations, of a party hereto, or any aspect or portion of this Subcontract, then the other state's law or federal law shall apply to, control, govern or determine those certain duties, responsibilities or obligations of that party or that aspect or portion of this Subcontract; and (b) if the Contract 15 with the federal government or agency or branch thereof, then the Subcontractors' rights to recover from the Contractor for changed work, extra work, Differing Conditions, delay or disruption in the performance of the Work are limited to the Contractor's rights to recover from the federal government or agency or branch thereof under the applicable federal law.

33.3 No Third Party Beneficiaries. This Subcontract is intended solely for the direct benefit of the parties hereto. There are no third party beneficiaries of this Subcontract.

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

33.4 Severability. The provisions of this Subcontract are severable. Should any provision of this Subcontract or any provision of the Contract Documents applicable to Subcontractor be unenforceable, the remaining provisions shall remain valid and binding.

33.5 Non-waiver. The failure by Contractor at any time to enforce or to require strict compliance or performance by Subcontractor with any of the provisions of the Subcontract or Contract Documents shall not constitute a present or future waiver of any such provision and shall not affect or impair in any way Contractor's rights at any time to enforce any such provision or to avail itself of such remedies as it may have for any breach thereof.

33.6 Survival of Terms. The terms of this Subcontract and the Contract Documents shall survive and remain in full force and effect after termination of this Subcontract or completion of the Work.

33.7 Only Written Modification. No changes, modifications, amendments of any of the terms and conditions of this Subcontract or the Contract Documents shall be valid unless agreed to by the parties in writing and signed oy their authorized representatives.

33.8 Owner Approval. If Owner has the right to object to Subcontractor's selection, this Subcontract shall not be effective until Owner approves Subcontractor.

33.9 Headings. Headings are for convenience of the reader and are not a substantive part of this Subcontract.

33.10 Notice. Any notice required to be given to Subcontractor may be accomplished by mailing or delivering written notice to the address listed for the Subcontractor on page one (1) of this Subcontract. Any notice required to be given to Contractor may be accomplished by mailing or delivering written notice to the address listed for the Contractor on page one (1) of this Subcontract.

33.11 Subcontractor warrants that no statement, representation, inducement or promise, oral or in writing, of any kind by Owner, Contractor or Architect, not expressly made a part of the Contract Documents, has induced Subcontractor to enter into, or been relied upon by Subcontractor in entering into, this Subcontract.

33.12 This Subcontract embodies the entire agreement between the Contractor and Subcontractor. All bids, proposals for or acknowledgements of this Subcontract by Subcontractor, whether written or verbal, which contain any term, condition or provision which purports to modify, conflict with, contradict or add to this Subcontract or the Contract Documents, are void and of no force or effect. All negotiations, proposals or agreements prior to the date of this Subcontract are merged herein and superseded hereby, there being no agreements, warranties, understandings or promises other than those written expressly herein.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the day and year first above written.

CHRIS ALBRITTON CONSTRUCTION CO, INC. (Contractor)		R&J Construction
By:		By: George Walters
Print:	Jonathon Turner	Print: George Walters
Title:	Civil Manager	Title: President
Witness:	Debbie English	Witness:
		License No: 13715-MC
		State: MS

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

Subcontractor: R&J Construction

Subcontract No.: 2211-SC-2211-004

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule A
"The Work"

Inclusions:
Provide and Install Fill Dirt LVM on Jobsite

Exclusions:

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

Subcontractor: R&J Construction Subcontract No.: 2211-SC-2211-004

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule B
"Contract Documents"

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

Subcontractor: R&J Construction

Subcontract No.: 2211-SC-2211-004

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule C
"Unit Prices & Allowance"

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

Subcontractor: R&J Construction Subcontract No.: 2211-SC-2211-004

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule D
"Insurance"

1. Required Coverage
   a. Commercial General Liability

To include:

1. Coverage on an "occurrence basis"
2. Aggregate Limits of Insurance on a "per project" basis
3. Coverages for:
   - Premises/Operations
   - Underground, Explosion and Collapse
   - Products/Completed Operations - maintained three (3) years after completion of the Work
   - *Broad Form Contractual
   - *Independent Contractors
   - *Broad Form Property Damage
   - *Personal Injury
   - *If the Comprehensive Liability Policy Form is used, the policy must be endorsed to include the Broad Form Comprehensive General Liability Endorsement.

b. Automobile Liability
Comprehensive Automobile Liability policy covering all Owned, Hired and Non-Owned All.

c. Excess Liability - Umbrella Form (on an "occurrence basis")

d. Worker's Compensation and Employer's Liability
To include:
Statutory Coverage - State of Operations
United States Longshoreman and Harbor Workers Act Endorsement - If required
Voluntary Compensation Endorsement - "If Any" Basis

2. Limits

General Liability	$2,000,000 General Aggregate - per project $1,000,000 Each Occurrence $2,000,000 Products/Completed Operations Aggregate $1,000,000 Personal and Advertising Injury $50,000 Fire Damage (anyone fire) $5,000 Medical Expense (anyone person)
Automobile Liability	$1,000,000 Combined Single Limit Bodily Injury and Property Damage
Excess Liability	$2,000,000 Combined Single Limit Bodily Injury and Property Damage
Worker's Compensation Statutory Limits	
Employer's Liability	$100,000 Each Accident $500,000 Disease - Policy Limit $100,000 Disease - Each Employee

3. Certificates of Insurance
The Certificate of Insurance will verify that:

a. The Contractor and Owner (and the Architect and Engineer if required by the Contract Documents) and their Officers, Agents and Employees are named as Additional Insured on the General Liability, Auto Liability and Excess Liability policies. The policy shall also provide for Completed Operations coverage for one (1) year after completion of the Project.
This will be accomplished by Endorsement to the policies. For the General Liability policy, endorsements CG; 20-10-07-04 and CG 20-37-07-04 or their equivalents must be used. The Excess Policy must provide "Follow Form" coverage to this endorsement.

b. No policy will be cancelled, non-renewed or materially changed to the detriment of an Additional Insured unless thirty (30) days actual, written notification is given to the Certificate Holder. The policies shall not contain exclusions for residential work.

c. The insurance provided to the Additional Insured for Liabilities and Responsibilities assumed by the Subcontractor under the Subcontract will be primary and any other insurance maintained by the Additional Insureds shall be Excess and Noncontributory.

d. Under the General Liability policy, the General Aggregate applies on a "per project" basis.

e. Subcontractor and its Insurance Providers have waived all Rights of Subrogation against the Contractor and its Officers, Agents and Employees.

f. Subcontractor and its Insurance Providers have waived all Rights of Subrogation against the Owner and others as required by the Contract Documents between the Contractor and the Owner.

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

Subcontractor: R&J Construction Subcontract No.: 2211-SC-2211-004

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule E
"Temporary Facilities And Services Provided By The Cotnractor"

Job Water	No
Temporary Toilets	No
Drinking Water	No
Material Hoisting	No
Temporary Power	No
Trash Disposal Dumpster	No

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

Subcontractor: R&J Construction Subcontract No.: 2211-SC-2211-004

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule F
"Substance Abuse Policy"

I. Statement Of Policy

Contractor, hereinafter referred to as "Chris Albritton Construction Co., Inc.", is committed to the highest standards of safety, integrity, and professionalism in its work and cannot condone substance abuse by its employees. The nature of Chris Albritton Construction Co., Inc. work mandates behavior that inspires the highest degree of confidence by its clients and the public. The use of illegal drugs and abuse of other controlled substances, on or off duty, is inconsistent with law abiding behavior, a threat to the safety of others, and has a detrimental effect on job performance and quality. The substance abuse policy, hereinafter referred to as the "Policy", is intended to create and maintain a workplace free of drug and alcohol
abuse.

Under this Policy, the use of illegal drugs is prohibited, whether taken on or off the job. The same is true for legal drugs which are not taken in accordance with a doctor's prescription. Employees reporting to work with drugs in their systems, without appropriate prescriptions, will be considered to be in violation of this Policy and subject to the discipline described herein. The use of alcohol on the job or the reporting to work under the influence of alcohol likewise is a violation of this Policy. As described in this Policy, Chris Albritton Construction Co., INC., will test all of its employees for the presence of controlled substances to ensure compliance with this Policy. Violators are subject to suspension and discharge.

The possession or sale of controlled substances on the job, including alcohol, is prohibited under this Policy. Chris Albritton Construction Co., INC.'s employees are subject to searches and investigations to secure compliance with this aspect of the Policy. Violators will be discharged.

It is not Chris Albritton Construction Co., INC.'s intent to harass or to interfere unduly with the personal lives of its employees. Hopefully, with everyone's cooperation this Policy will be regarded as an effective means to address substance abuse on the job and provide a better and safer working environment for all.

II. Rules Regarding Employees

Employees will be subject to the discipline described in the Policy for:

The use or possession of alcohol on premises, except at approved social functions;
The on-premises use (except for the proper use of prescribed drugs), manufacture, distribution, dispensing, possession, sale, or purchase of any controlled drug or the abuse of any drug;

The failure to report to Chris Albritton Construction Co., INC., within five (5) days, any drug-related conviction, including a "guilty" or "nolo contendere" plea;The conviction (including "'guilty" or "nolo contendere" Plea) of any criminal drug offenses;

The failure or refusal to cooperate with any aspect of this Policy including the refusal to sign forms consenting to drug testing, the refusal to provide a urine or blood sample for testing, or the refusal to cooperate in any other way with a drug test;
Reporting to work with the presence of controlled substances, without a prescription, in the system as shown by a positive test for alcohol or unauthorized drugs.
Employees should understand that a positive drug test is not a necessary prerequisite to discipline if this Policy or any other Chris Albritton Construction Co., INC. work rule has been violated.

Employees include all executive, managerial, administrative, clerical, marketing, shop, technical, and craft workers, whether skilled, semiskilled, or unskilled.

III. Rules Regarding Applicants

Applicants for employment at Chris Albritton Construction Co., INC. are expected to be free from any controlled substances upon reporting for work. Each applicant must pass a drug test in order to be employed by Chris Albritton Construction Co., INC. Each employee of Chris Albritton Construction Co., INC. will be subject to all aspects of Chris Albritton Construction Co., INC.'s Policy, including its random and post-accident testing provisions.

New employees should advise their supervisor upon hiring of any prescription medications to be used in the workspace. The employee should advise the name and dosage of the medication and the name of the prescribing doctor. The same is true for prescriptions following hire. The supervisor should be advised of any warnings or precautions the employee receives from the doctor or other sources. The supervisor also should be advised of the medication's current effect on the employee as well as any previous effects experienced by the employee. A form will be available for these purposes.

IV. Grounds For Drug & Alcohol Testing

All employees are subject to an unannounced random drug test at least one time each year.

All employees are subject to testing if they are involved in a work-related accident which requires medical attention by a doctor.

All employees are subject to testing ~'for cause." "For cause" includes an employee's display of erratic behavior, decline in job performance, unexplained peaks and valleys in job performance, certain physical signs, actions, safety disregard, absenteeism, or another reasonable basis for suspecting a violation of the Policy.

V. Testing Procedures

A. Employees will he required to execute Chris Albritton Construction Co., INC.'s consent forms.
B. Employees will be required to fill in chain of custody forms provided by the testing laboratory.
C. Employees must disclose all drugs whether prescribed or not, which they have or are taking, on their chain of custody form.
D. Employees tested on the jobsite will submit urine and/or blood samples to designated Chris Albritton Construction Co., INC. personnel or to employees from the testing facility. Employees either will be required to submit such specimens in the presence of a witness or follow other such security measures to ensure the integrity of the sample.

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

Subcontractor: R&J Construction Subcontract No.: 2211-SC-2211-004

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

E. Employees tested away from the jobsite, such as a clinic following an accident, will be required to follow these same procedures with the clinic's personnel.
F. Test results will be sent to the corporate offices in Birmingham, Alabama. The reports will be delivered to a selected contact person at the corporate office. The reports then will be opened only by one of the General Superintendents, a Division Manager, or an Officer of the company. Positive test results will be communicated to the project superintendent or other suitable manager only. This person will advise the employee of the test results and the action to be taken. This will be done verbally in a private setting. A Confidential certified letter from one of the General Superintendents, a Division Manager, or an Officer of the company will follow to confirm the conversation with the project superintendent or other suitable manager.

VI. Discipline

An employee testing positive for an unauthorized controlled substance, as determined by the testing laboratory's testing thresholds after a confirmatory test, immediately will be suspended without pay. The suspension shall last for thirty (30) days. At the conclusion of the 3D-day period, the employee may be reinstated, if the employee's position still exists, if he or she tests negative on a drug screen obtained by Chris Albritton Construction Co., Inc's testing laboratory. The cost of the second drug screen will be paid by the employee tested. Reinstatement under this provision does not change the employee's status as an employee-at-will subject to discharge at any time.

Following the reinstatement of an employee returning to work after a drug-related suspension, that employee will be subject to unannounced random testing, up to one time each six months, for a period of one year and random test thereafter. A second positive test at any time will result in immediate and permanent discharge.

Testing under this aspect of the Policy does not insulate the employee from testing pursuant to one of the Policy's other testing provisions. Any employee who refuses to submit a urine or blood sample for testing under this Policy, or who refuses to execute the necessary paperwork~ or who fails to disclose ingested drugs, or otherwise fails to cooperate with a drug test will be discharged.

VI. Confidentiality

Positive test results will not be communicated to any company employee other than those designated herein. Except when necessary in litigation involving Chris Albritton Construction Co., Inc. or by order of a court of competent jurisdiction, results will not be communicated to any person outside of the company without the express written consent of the employee involved. Result reports will be maintained by the personnel office in a secured filing system separate from the employee's personnel files.

VI. Search Procedures & Discipline

A. Searches will be conducted, with or without cause, to detect unauthorized substances, including alcohol or drug paraphernalia, at any time.
Searches will be conducted only in the presence of two witnesses, one of whom must be from management above the foreman level. If the person to be searched is a female, one, and preferably both, witnesses should be female. Searches will be conducted as privately as possible. Food items will not be touched. Employees will be asked to pen their coats, remove hats, or lift pants legs to inspect boots. No one will be searched forcibly. Employees will be asked to empty pockets and turn them inside out. Employees shall not be touched or patted to determine pocket contents. If locks are cut in the search of desk, lockers, large tool boxes, etc, the person conducting the search should be prepared to replace them immediately after completing the search and give the key to the employee. Those who object to the searches or who refuse to cooperate will be told that submission to such a search is a condition of employment and that failure to cooperate will result in discharge. If an employee continues to refuse to cooperate, the search will be terminated, and the refusal reported to one of the General Superintendents,
Division Managers, or Officers.
B. Employees found with illegal substances, controlled substances without a prescription, alcohol, drug paraphernalia, or other such items in their possession, whether on their person or in a vehicle or container of any sort under their control, will be discharged.

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

CERTIFICATION

To: CHRIS ALBRITTON CONSTRUCTION COMPANY INC.
From: R&J Construction
P.O. Box 6
Laurel, MS, Mississippi 39441

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Listed below are all material supplier and "second tier" subcontractors that we will use for the referenced project:

I. Items committed to date:

NAME (VENDOR/SUBCONTRACTOR)	ITEM (MATERIAL, ETC)	TOTAL VENDOR AMOUNT (over $5,000.00)

II. Items not committed to date:

NAME (VENDOR/SUBCONTRACTOR)	ITEM (MATERIAL, ETC)	TOTAL VENDOR AMOUNT (over $5,000.00)
	Items (Material, Etc) 2	

Witness: _____ _____

By: _____

(Corporate Seal)

Its: _____

Date: _____

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

SUBCONTRACTOR WORKPLACE CHEMICAL LIST

SUBCONTRACTOR: R&J Construction

FEDERAL TAX I.D. NO.:

PROJECT: Kiln-Delisle Road Bridge

PROJECT LOCATION: Kiln Delisle Road , Pass Christian , Mississippi 39571

GENERAL DESCRIPTION OF WORK: Construction of 0.232 miles of Bridge Replacement and Approaches on the Kiln-Delisle Road - Project No. SAP-23 (30)

In addition to completing and returning this Workplace Chemical List, Subcontractor shall have available at the jobsite a copy of Subcontractor's Hazardous Communication Program naming the person responsible for implementing the program. There shall be a Workplace Chemical List, complete with Material Safety Data Sheet, for each product used available at the jobsite. Subcontractor is responsible for training its employees in the safe use of all hazardous materials.

CHEMICAL/SUBSTANCE NAME	CHEMICAL ABSTRACTS SERVICES (CAS) NO.	COMMON OR TRADE NAME(S) (LABEL IDENTITY)	WORK AREA WHERE CHEMICAL IS USED OR STORED

This Form Must Be Completed And Returned With The Signed Subcontract

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

Subcontract No.: 2211-SC-2211-004

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Subcontractor: R&J Construction

Street Address P.O. Box 6, Laurel, MS, Mississippi 39441

Project: Kiln-Delisle Road Bridge

Payment Request No.: _____ Date: _____

Payment Period Ending: _____

1. Original Contract Amount $ _____

2. Approved Change Order Nos. _____ Thru_____ $ _____

3. Adjusted Contract Amount $ _____

4. Value of Work Completed to Date
(As per schedule of values below) $ _____

5. Materials Stored
(As per breakdown below) $ _____

6. TOTAL COMPLETED AND STORED TO DATE $ _____

7. Less Amount Retained (_____%) $ _____

8. Subtotal $ _____

9. Less Owner Purchases (Transmittals Through No._____) $ _____

10. Less Previous Payments $ _____

11. AMOUNT DUE THIS REQUEST $ _____

Schedule Of Values

DESCRIPTION	VALUE	PREVIOUSLY COMPLETE $	THIS APPLICATION $	COMPLETED TO DATE %
TOTALS				

Interim Release Of Lien And General Release Attached To This Form Must Be Completed Before Payment Application Will Be Processed.

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

MATERIALS STORED

DESCRIPTION	STORED MAT'S BEGINNING PERIOD $	REC'D THIS PERIOD	INSTALLED THIS PERIOD	STORED MATERIAL AT END OF PERIOD
TOTALS				

Subcontractor's Partial Release Of Lien And General Release

Know All Men By These Presents, That Whereas,_____, ("Subcontractor"), a _____, having its principal offices at _____and Chris Albritton Construction Co., Inc., ("Contractor"), a Mississippi Corporation have hereto entered into a certain Subcontract (the "Subcontract") dated _____ , _____, relating to the furnishing of materials, labor and/or equipment for the construction of _____(description of Subcontractor's work) in connection with a contract between Contractor and _____ ("Owner") for Owner's _____(the "Project"), located at _____.

NOW THEREFORE, having first been duly sworn and upon receipt of and in consideration of payment of the sum of _____ Dollars ($_____), to be paid by Contractor to Subcontractor, which sum represents the full amount due to Subcontractor as of _____ , _____ ("Release Date") less and except that retention in the amount _____ of Dollars ($_____) still being withheld by the Contractor, all under and pursuant to the Subcontract, Subcontractor does hereby:

1. Certify and represent to Contractor and Owner that all persons, firms, associations, corporations or other entities who have furnished labor, materials, stored materials, equipment or supplies to, for, or on behalf of Subcontractor in connection with the Subcontractor's performance or obligations related to the Project have been paid in full as of the Release Date, including any and all applicable taxes, duties, license fees and royalties, except the following (none unless noted):

(ATTACH ADDITIONAL PAGE, IF NECESSARY, AND SO NOTE)

2. Release and waive any and all liens which Subcontractor, its affiliates, successors or assigns have or may have upon any portion of the Project or the land of Owner or the buildings thereon, for labor, materials, stored materials, supplies or equipment furnished by, for, or on behalf of Subcontractor prior to the Release Date;

3. Release and forever discharge Contractor and Owner, and their affiliates, successors and assigns, from any and all claims, demands and causes of action of any kind which Subcontractor or its affiliates, successors or assigns have or may have in the future arising out of anything which has occurred or failed to occur prior to Release Date in connection with the Project or labor, material, stored materials, equipment or supplies furnished by Subcontractor, except the following (none unless noted):

(ATTACH ADDITIONAL PAGE, IF NECESSARY, AND SO NOTE)

4. Certify and represent that no portion of the Project, the land of the Owner, or any buildings thereon, can be made subject of any valid lien by any person or entity which has furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of Subcontractor for use in connection with the Project, and agrees to indemnify and hold harmless Contractor and Owner, and their affiliates, successors and assigns, from all loss, cost, damage or expense (including, without limitation, attorneys' fees) arising from any liens, claims or demands of any person or entity which has furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of the Subcontractor in connection with the Subcontractor's performance or obligations related to the Project;

5. Certify and represent that the information presented above accurately reports the status of materials, if any, stored in connection with the Project by, for, or on behalf of Subcontractor; and

6. Certify and represent that the person signing on behalf of Subcontractor has authority to hind and obligate the Subcontractor hereto.

IN WITNESS WHEREOF, Subcontractor has caused this Partial Release of Lien and General Release to be executed by its duly authorized owner, partner, agent or Officer on the _____day of_____ , _____ .

_____
(Name Of Subcontractor)

STATE OF _____ By: _____

COUNTY OF _____ Its: _____

Sworn to before me this_____ day of _____ , _____ .

My Commission Expires: Notary Public (Notarial Seal)

Attachment: Sub Contract No 1 R.J. Construction (11253 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 1)

Form (FAS-S.A.) SC-1
(Submit 6 copies)

Board of Supervisors
Hancock County

Request No. 002 - Revised
Project No. SAP - 23(30
Date 7/26/22

Office of State Aid Road Construction
Mississippi Department of Transportation

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to R+J Construction Co.

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec. Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
S-618-A	Maintenance of Traffic	1	LS	$ 767,000.00	$ 50,000.00 (Shared)
				$	$
				$	$
				$	$
				$	$
				$	$

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.

Date 7/26/22 July 26, 2022

Chris Albritton Const. Co.
Prime Contractor

By: [signature]

Address: 2100 Bush Dairy Rd. Laurel, MS 39443

Approval recommended: 8/9/22

[signature]
County Engineer

Approved: Board of Supervisors
County

(By order of the Board, dated)

By
President

Approved recommended: , 20

State Aid District Engineer

Total this Request $ 50,000.00 = 1.81 %

Previous Request $ = %

Total to Date $ 50,000.00 = 1.81 %

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date July 26, 2022

R+J Construction, Inc.
(Sub) Subcontractor

By: [signature]

Address: P.O. Box 6, Laurel, MS 39441

Approved: , 20

State Aid Engineer

Approved: , 20

Executive Director, Mississippi Department of Transportation

Revised August 2000

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

CAD-725
Rev. 3-07

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS

Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850

Project No. SAP-23(30)
County Hancock
(Sub) Subcontract Request No. 002 - Revised

Gentlemen:

I (We) R+J Construction Co. proposed (Sub) Sub-Contractor
and I (We) Chris Albritton Construction Co. Prime Contractor(s)
on the captioned project do hereby certify that Form FHWA-1273, "Required Contract Provisions All Federal-Aid Construction Contracts," has been attached to and made a part of our (Sub) Sub-Contract agreement.

Date July 26, 2022
Chris Albritton Construction Co.
Prime Contractor
By: [signature]
Signature
Civil Manager
Title

Date July 26, 2022
R+J Construction, Inc.
(Sub) Sub-Contractor
By: [signature]
Signature
President
Title

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUB-CONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

I (We) R+J Construction Inc. proposed (Sub) Sub-contractor hereby certify that I (We) have X, have not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have X, have not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date July 26, 2022
R+J Construction Inc.
(Sub) Sub-Contractor
By: [signature]
Signature
President
Title

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)

(See Reverse Side)

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

FORM FHWA-1273

1. GENERAL

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

   CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

   This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60 - 1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60 - 1.5. (Generally only contracts for subcontracts of $10,000 or under are exempt.)

   Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60 - 1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

   (Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.)

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

Chris Albritton CONSTRUCTION CO.

Subcontract No.: 2211-SC-2211-004

Scheduled Start Date: 7/11/2022

SUBCONTRACT AGREEMENT

CONTRACTOR:	CHRIS ALBRITTON CONSTRUCTION CO, INC. 2100 Bush Dairy Rd. Laurel, Mississippi 39443-7546 Phone: (601) 425-9100 Fax: (601) 425-3974	("Contractor")
SUBCONTRACTOR:	R&J Construction P.O. Box 6 Laurel, MS, Mississippi 39441 Phone: (601) 426-1042 Fax: Email:	("Subcontractor")
WORK:	Install Fill Dirt on Jobsite	("Work")
PROJECT:	Kiln-Delisle Road Bridge Kiln Delisle Road Pass Christian , Mississippi 39571	("Project")
OWNER:	Hancock Board of Supervisors 3068 Longfellow Drive #3 Bay St. Louis, Mississippi 39520	("Owner")
ARCHITECT ENGINEER:	Compton Engineering, Inc.	("Architect")
SUBCONTRACT DATE:	7/5/2022	("Contract")
SUBCONTRACT PRICE:	$50, 000.00 Fifty Thousand Dollars And Zero Cents.	("Price")
MONTHLY BILING DATE:·		("Monthly Billing Date")
MONTHLY BILING MAILED TO: (1 Original 0 Copies)	CHRIS ALBRITTON CONSTRUCTION CO, INC. 2100 Bush Dairy Rd. Laurel, Mississippi 39443-7546	
RETAINED PERCENTAGE:	Zero Percent (0.0%)	("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
(The above terms are incorporated by reference and are more fully explained below.)

On this (7/5/2022) Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

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Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

ARTICLE 1 - THE WORK

1.1 Subcontractor shall furnish all labor, supervision, services, materials, equipment, tools, scaffolds, transportation, storage and all other things necessary to perform the work described in Schedule A attached hereto (the "Work"), being a portion of the work required of Contractor under the Contract between Owner and Contractor. The Work shall be performed by Subcontractor strictly in accordance with the Contract Documents, which consist of the Contract and the plans, drawings, specifications addenda and other documents identified in Schedule B attached hereto, and all modifications issued hereafter thereto (the "Contract Documents"). If the Contract requires the Contractor to incorporate specific provisions or requirements in subcontract agreements, Subcontractor agrees that all of those provisions or requirements are incorporated in the Subcontract. Some of these provisions or requirement, along with other provisions, may he incorporated in a Rider attached hereto. The Rider, if any and all provisions and requirements contained therein are part of this Subcontract.

1.2 Contract Documents are available for examination by Subcontractor at the office of Contractor. The Contract made available to Subcontractor will be an unpriced copy. Subcontractor represents and agrees that it has had access to all Contract Documents and has carefully examined and understands the Contract Documents that Subcontractor deems relevant to the Work; has previously notified Contractor in writing of all ambiguities, inconsistencies and omissions, if any, in the Contract Documents that relate to the Work; as adequately investigated the nature and conditions of the Project site and locality; has familiarized itself with conditions affecting the difficulty of the Work; and has entered into this Subcontract based on its own examination, investigation and evaluation and not in reliance upon any opinions of representations of Contractor.

1.3 In the performance of the Work, Subcontractor agrees that, except as expressly otherwise stated in this Subcontract, it is bound to Contractor by the terms and conditions of the Contract Documents and that Subcontractor is obligated and liable to Contractor to the same extent Contractor is obligated and liable to Owner. Subcontractor hereby assumes toward Contractor all of the duties, obligations and responsibilities that Contractor has by the Contract Documents assumed toward the Owner. Subcontractor agrees to be bound by all interpretations, decisions or other written instructions by Owner, Architect, any court, arbitration panel, administrative tribunal or other body relative to any question, interpretation, ambiguity or discrepancy in the Contract Documents in the same manner as Contractor is bound; and Subcontractor agrees to comply with and to perform the Work as required by such interpretations, decisions or other written instructions. If Subcontractor incurs any additional cost, delay or disruption to the Work as a result of any such interpretation, decision or written instruction or as a result of any inadequacy or unsuitability, including without limitation, ambiguity, inconsistency or omission in the Contract Documents, Contractor shall only be obligated to pay additional compensation to Subcontractor or to extend the Subcontractor's time for performance if Contractor receives additional compensation or an extension of time from Owner, and then only to the extent, if any, of Subcontractor's equitable portion of such additional compensation or extension of time.

1.4 The Contract Documents and this Subcontract shall be read and interpreted together. If there is a conflict regarding the scope of the Work, the document requiring the more extensive work shall prevail unless the Contract directs otherwise. Otherwise, this Subcontract shall govern in the event of any conflict between the Contract Documents and Subcontract pertaining to the relationship between Contractor and Subcontractor.

ARTICLE 2 - PRICE

Contractor shall pay to Subcontractor for the satisfactory performance and completion of the Work under this Subcontractor the sum set forth above as the Price, subject to additions and deductions as herein provided. To the extent that the Work or any changes or modifications thereto are to be performed on a unit price basis, the Price shall be computed in accordance with the unit prices set forth in Schedule C based on actual quantities determined in accordance with the Contract Documents and this Subcontract. The Price and all unit prices shown in Schedule C include compensation for all costs, direct and indirect, of Subcontractor's performance of the Work or changes thereto.

ARTICLE 3 – PROGRESS PAYMENTS

3.1 Within the (10) working days of execution of the Subcontract, Subcontractor shall submit to Contractor for approval a detailed schedule showing a cost breakdown of the Price according to the various line items, or parts, of the work (with overhead and profit allocated to each item or part of the Work), for use only as a basis for checking Subcontractor's applications for payment.

3.2 Monthly Billing. On or before each Monthly Billing Date, Subcontractor shall submit to Contractor a progress payment application on Contractor's form. The application shall include the value of the portions of the Work completed, and if the Contract Documents provide for payments for stored materials, the value of the material suitably stored (to the satisfaction of Contractor and Owner) at the Project site or other approved location ("Stored Materials"). Subcontractor shall submit a partial release of lien and general release on Contractor's form with each payment application.

3.3 Payments.Subject to Article 5, within five (5) working days after receiving a progress payment from Owner, Contractor shall make a progress payment to Subcontractor equal to the approved value of the completed portions of the Work and the Stored Materials which were included in the Contractor's billing to Owner, less (a) all previous payment, (b) retainage (and any other reserve or withholding provided for in this Subcontract) and (c) all charges or backcharges for services, materials, equipment and other items furnished or otherwise chargeable by Contractor to Subcontractor. Any estimate or determination made by Owner (or Architect) of the value of the completed portions of the Work or of any deduction or offset for damages to the Work or for changes chargeable by Owner to Contractor on account of the Work, shall be binding on Subcontractor.

ARTICLE 4 - FINAL PAYMENT

4.1 Final billing from Subcontractor, including billing for all Change Orders, shall be submitted to Contractor not later than thirty (30) calendar days after completion of the Work.

4.2 The final payment, consisting of the unpaid balance of the Price, shall be due and payable within thirty (30) calendar days after all the following have occurred: (a) completion of the Work by Subcontractor; (b) acceptance of the Work by Architect and Owner; (c) final payment by Owner to Contractor under the Contract or outstanding claims, obligations, encumbrances or liens for labor, services, materials, equipment, taxes or other items incurred in connection with the Work; (e) delivery of all guarantees, warranties, bonds, instruction manuals, as-built drawings and similar items required of Subcontractor or its suppliers or subcontractors; and (f) delivery of a release of lien and general release on Contractor's form executed by Subcontractor. Contractor agrees that it is not the intent of this Subcontract that Subcontractor would be denied payment for work performed under this Subcontract or a Change Order and performed in full compliance with the Contract Documents because of Owner's refusal to pay Contractor for such work.

ARTICLE 5 - PAYMENT CONDITIONS

5.1 Subcontractor agrees that the payments made by Contractor will be held in trust by Subcontractor to he applied first to the payment of laborers, suppliers, subcontractors and others responsible for the Work and all taxes and insurance applicable thereto; and Subcontractor agrees to so hold and apply the payments from Contractor.

5.2 Contractor shall have the right at all times to contact Subcontractor's subcontractors and suppliers to insure that they are being paid in accordance with the terms of this Subcontract and the terms of their agreements with Subcontractor for labor or materials furnished for use in performing the Work. Subcontractor agrees that Contractor may, at any time, make payments due to Subcontractor by checks jointly payable to Subcontractor and one or more of Subcontractor's subcontractors or suppliers.

5.3 Subcontractor shall, as often as requested by Contractor, furnish all information Contractor requires, including, without limitation, a sworn statement, with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Subcontractor in connection with the Work and all payments made by Subcontractor on account thereof.

5.4 Withholding. In addition to retainage, Contractor may withhold from any progress or final payment all amounts which are reasonably necessary to protect Contractor against all risks, including, without limitation, attorney's fees, if any of the following occur; (i) Subcontractor fails to provide evidence satisfactory to Contractor that each of its subcontractors, suppliers and laborers has been paid for all labor, services, materials, and supplies used in the performance of the Work through the end of the pay period covered by the last progress payment (ii) the Owner reduces a payment to Contractor or backcharges Contractor for reasons attributable to the Work; (iii) a portion of the Work is unacceptable to Contractor, Owner or Architect; (iv) a third party asserts a claim against Contractor arising from the Work or evidence reasonably indicates that such a claim(s) may be filed; (v) the Subcontractor fails to carry out the Work in accordance with the Subcontract; (vi) the Work is not progressing in accordance with or will not be completed within the time allowed by the Schedule; (vii) Subcontractor fails to furnish certificates of insurance in compliance with Article 12 or bonds in compliance with Article 11; (viii) Subcontractor has not executed all contract documents, (ix) certified payrolls, if required, are not current, or (x) Subcontractor has not met its obligations under another subcontract with the Contractor.

5.5 No Payment shall be evidence of the performance or progress of the Work, or constitute or imply acceptance by the Contractor of any portion of the Work. Subcontractor agrees that acceptance of any payment shall constitute a release of the Contractor from all claims, or liability, other than for retainage, for any work, services, materials or equipment performed or furnished or for anything which occurred or which failed to occur during the payment period to which the payment relates. Acceptance of final payment by Subcontractor shall constitute a general release of Contractor, its surety and Owner.

5.6 As a condition precedent to any progress payment, final payment or retainage payment, the Owner must have first paid the Contractor for the progress payment, final payment or retainage payment.

ARTICLE 6 - TIME

6.1 Time is of the essence in the performance of this Subcontract. Subcontractor is aware of the Contract Time (as defined in the Contract Documents) and agrees to take any and all steps necessary to ensure that the Work is performed in such time as to permit Contractor to meet its obligations to Owner in accordance with the schedule for the Project to be prepared by Contractor ("the Schedule"). If Subcontractor fails to maintain the progress required by the Schedule and such failure is Subcontractor's fault, in whole or in part, Subcontractor agrees, at its sole cost and expense, to take whatever actions are necessary to get the Work back on schedule.

6.2 Subcontractor agrees at its sole cost and expense: (a) to submit to Contractor within fourteen (14) calendar days of the date of the Subcontract, a detailed, proposed schedule for the Work for Contractor's use in preparing the Schedule for the Project; (b) to begin the Work upon Contractor's order to do so; (c) to cooperate with Contractor and its other subcontractors and the other contractors, if any; (d) to perform the Work in such sequence as Contractor may direct; (e) when requested, to provide all information required to prepare updates or revisions to the Schedule; and (f) to furnish at all times sufficient and qualified forces and supervision, adequate and conforming materials, equipment, tools and all other things necessary to achieve the progress required by the Schedule. Subcontractor agrees that Contractor has full discretion with regard to

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

preparation to the Schedule and updates or revisions thereto during the course of the Project, and that Subcontractor shall perform the Work in accordance with the requirements of the Schedule and all revisions or updates thereto.

6.3 Subcontractor agrees: (a) to order (for manufacturer and/or purchase and delivery) all materials and equipment required for the Work as soon as possible to avoid delays caused by unavailability; (b) to furnish Contractor within thirty (30) calendar days of the date of this Subcontract a list of major materials and equipment required for the Work, showing the name, address and telephone number of the supplier and the dates on which such materials and equipment are expected to be delivered to the Project site; (c) to furnish Contractor, upon demand, a copy of each major purchase order and subcontract (at Subcontractor's option, price information may be deleted) (d) to cause a qualified home office supervisory representative to attend scheduled progress meetings; and (e) to notify Contractor immediately and confirm in writing within forty-eight (48) hours, if Subcontractor finds that any item cannot be delivered as required to maintain the Schedule.

6.4 Damages. Subcontractor represents that it has satisfied itself as to any provision in the Contract Documents concerning liquidated damages, and agrees that in the event liquidated damages are imposed by Owner on Contractor as the result, in whole or in part, of the performance or non-performance of Subcontractor, such liquidated damages (or an appropriate share thereof) will constitute one element of the damages that Contractor shall be entitled to recover from Subcontractor by backcharges or otherwise. In addition, Subcontractor agrees to reimburse Contractor for any loss or damage, including damages that may become due to the Owner under the Contract Documents, and for any extra expense incurred by the Contractor that result from Subcontractor's failure to deliver timely any and all materials or failure to perform timely any and all Work.

ARTICLE 7 – EXTENSION OF TIME

Subcontractor shall be granted an extension of time for delays in the performance of the Work only to the extent an extension is allowed the Contractor by the Owner for performance of the Work; provided, if Subcontractor is delayed by Contractor or other subcontractors of Contractor, and Subcontractor gives the required notice, Subcontractor shall be entitled to an extension of time equal to the delay. Regardless of the cause of the delay, the Subcontractor agrees it shall not be entitled to compensation or damages for any delay (including, without limitation, impact, inefficiency and disruption) in the performance of the Work except to the extent that Contractor shall receive such compensation or damages from Owner or other third party. Subcontractor shall not be entitled to an extension of time or to compensation or damages for any delay unless a written notice of that delay is delivered to Contractor within two-thirds of the time period allowed by the Contract Documents or within seven (7) calendar days of the beginning of the event causing the delay, whichever is the shorter period of time.

ARTICLE 8 - CHANGES

8.1 Without notice to Subcontractor's surety and without invalidating this Subcontract or the surety bonds, Contractor may from time to time, by written directive to Subcontractor, require Subcontractor to make changes in the Work (both additions and deletions), and the changed work shall be part of the Work. Subcontractor shall perform changed work as part of the Work and in accordance with the terms of this Subcontract, when directed to do so in writing by Contractor.

8.2 Subcontractor specifically agrees that it is bound by any and all disclaimers in the Contract Documents that relate to subsurface, latent conditions, differing conditions, unknown conditions or that otherwise deal with changed conditions at the Site ("Differing Conditions"). Should Subcontractor encounter Differing Conditions during the progress of the Work, Contractor's attention shall be called to same in writing before such conditions are disturbed.

8.3 Within two-thirds of the time period required by the Contract Documents or seven (7) calendar days of a change in the Work or discovery of a Differing Condition, whichever is the shorter period of time, Subcontractor shall submit to Contractor a written proposal for the change in the Work or the Differing Condition amply detailed and supported and conforming to the requirements of the Contract Documents and the Subcontract. Subcontractor agrees that it waives all its rights to both price and time adjustments if it fails to submit its written proposal within the required time.

8.4 Subcontractor agrees that adjustments in the Price (including the Subcontractor's costs, if any, caused by changes to the work of others) or the time the Work for changes directed by Owner for the Differing Conditions shall be limited to Subcontractor's portion of the adjustments actually made by Owner under the Contract Documents (less, in the case of price adjustments, any markup or other similar amount allowed by Owner for Contractor's account). When changes are the subject of unit prices under Schedule C, the Price adjustment shall be limited to the amount obtained by applying such unit prices to the number of units allowed by Owner.

8.5 Subcontractor's price quotations for all changes or Differing Conditions shall be based on actual savings or costs. Actual savings and costs will include the following items: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and other charges or fringe benefits required by law, agreement or custom; workmen's compensation insurance; bond premiums actual rent for, or reasonable rental value of Subcontractor owned equipment and machinery; all other costs to be incurred in or as a consequence of the change or Differing Conditions plus allowances for all direct and indirect overhead costs (site, branch and home office); and profit.

8.6 A Change Order to this Subcontract is a written modification of terms of the Subcontract signed by the parties. Once an agreement has been reached with respect to whether Subcontractor is entitled to price or time adjustments as a result of changed work, including deleted work, or Differing Conditions, the agreement shall be reflected in a Change Order.

8.7 The parties agree to attempt to determine the amount of any Price adjustment and the extent of any time adjustment (a) prior to performance of the changed work for a change which adds any work; (b) prior to the deletion for a change which only deletes work; and (c) promptly after the discovery of Differing Conditions for Differing Conditions. Subcontractor, however, will promptly proceed with changes (whether additions or deletions) and with the Work despite Differing Conditions when directed to do so in writing by Contractor even if Subcontractor and Contractor have not agreed upon price and time adjustments related to the changes or Differing Conditions. In such event, Subcontractor shall maintain records of the actual costs Subcontractor incurred or saved as a result of the changes or as a result of the Differing Conditions and furnish such records to Contractor on a weekly basis. The final adjustment in the Price or time of performance as a result of the changed work or the Differing Conditions will then be determined after final completion of the Work. Subcontractor's failure to comply with a written directive from Contractor to proceed with a change or to proceed with the Work despite Differing Conditions is a material breach of this Subcontract.

8.8 Subcontractor shall not proceed with changed work in any event unless it first receives a written directive from Contractor or a Change Order which covers the changed work has been issued and agreed to. Subcontractor shall not be entitled to either a price or time adjustment if it performs changed work before receiving a written directive or a Change Order from Contractor to perform such changed work.

ARTICLE 9- DISPUTES CONCERNING WORK SCOPE

In the event there is a dispute whether any work is part of the Work, Subcontractor shall proceed with such work as if it were part of the Work on receipt of a written directive to do so from Contractor. Subcontractor shall make the claim, if any, for a Price or time adjustment as if such work were changed work; and if Contractor and Subcontractor cannot reach an agreement with regard to the work in dispute, then the issue shall be resolved through arbitration as provided in Article 29.

ARTICLE 10 - PRICING AND DOCUMENTATION

10.1 General. Subcontractor agrees to comply fully with all federal, state and local laws, ordinances and regulations relating to cost and pricing data (including certification thereof), audit of books and records and certification of claims to the full extent such laws, ordinances and regulations are applicable to the Contractor.

10.2 Price and Cost Data. In addition to and without limiting the obligations imposed in Paragraph 10.1 above, Subcontractor agrees and represents that all cost and pricing data and all data related to requested time adjustments submitted by it in connection with any claim, proposal or request for an addition to or decrease in the Price or for an extension of time (including, without limitation, a request or proposal for a Change Order and/or claims made in arbitration and litigation) shall be accurate and complete, shall accurately represent the actual costs Subcontractor has incurred or saved or reasonably expects to incur or save and shall set forth the adjustment in the Price and extension of time that Subcontractor in good faith believes it should receive.

10.3 Audit. In addition to and without limiting the obligation assumed in Paragraph 10.1 above, Subcontractor agrees that Contractor has the right to cause the books and records of Subcontractor to be audited by Contractor or an independent auditor selected by Contractor in order to verify the completeness and accuracy of the COST and pricing data submitted by Subcontractor to Contractor in connection with any claim or proposed or requested adjustment to the Price. Contractor shall bear the cost of such audit unless the audit establishes that Subcontractor's cost and pricing data was not complete and accurate, in which case Subcontractor shall bear the cost. The purpose of Paragraph 10.3 is limited to providing the right of audit when necessary to verify the completeness or accuracy of cost and pricing data submitted by Subcontractor in connection with any claim or requested adjustment to the Price.

10.4 Certification of Claims. In addition to and without limiting the obligation assumed in Paragraph 10.1 above, upon written request of Contractor, Subcontractor agrees to cause a responsible, authorized Officer to execute and furnish to Contractor a certificate certifying that any claim submitted by Subcontractor to Contractor is made in good faith, that the supporting data are accurate and complete to the best of Subcontractor's knowledge and belief, and that the price or time adjustments requested accurately reflect the adjustment(s) for which the Subcontractor believes the Contractor and/or Owner is liable.

10.5 Indemnity. In exchange for ten dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, Subcontractor agrees to indemnify and hold Contractor harmless from all costs, expenses (including legal and accounting fees and associated costs), fines, forfeitures, claims and other liabilities that Contractor incurs, in whole or in part, as a result of Subcontractor failing to comply fully with any obligation arising under paragraphs 10.1, 10.2, 10.3 or 10.4 above.

ARTICLE 11- BONDS

11.1 If so indicated on page 1 hereof, Subcontractor shall furnish, within ten (10 calendar days of the date of the Subcontract, at its expense, separate performance and labor and material payment bonds, each in an amount equal to the Price, on Contractor's standard forms and with a surety or sureties satisfactory to Contractor.

11.2 No payment shall be made to Subcontractor for work performed pursuant to this Subcontract until the required payment and performance bonds have been delivered to Contractor. Provided, in the event the Subcontractor cannot provide the Contractor with the required payment and performance bonds, Contractor may elect, without waiving the right to insist upon such bonds at any time, to permit the Subcontractor to proceed without bonds. If Contractor subsequently elects to insist on bonds, and

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Subcontractor either refuses to or cannot provide payment and performance bonds, then Contractor shall have the right to terminate subcontractor's right to proceed under this Subcontract in accordance with Paragraph 27.2 and to pursue any and all other remedies available to Contractor.

11.3 Subcontractor shall furnish an additional and/or substitute performance bond and labor and material payment bond, with a surety or sureties satisfactory to Contractor if:

(a) Any surety upon any bonds furnished with this Subcontract becomes unacceptable to the Contractor.
(b) Any surety fails to furnish reports on its financial condition as may be required by the Contractor.
(c) The Price is increased so that penal sum of any bond becomes inadequate in the sole opinion of the Contractor.

11.4 Contractor has the right, but not an obligation, to require a Consent of Surety for any modification, change or alteration to the Subcontract. Failure of Subcontractor to submit a Consent of Surety within seven (7) calendar days after Contractor requests the consent will constitute a material breach of the Subcontract.

11.5 Contractor has the right, but not an obligation, to make final payments, including payment of retainage, by joint check to Subcontractor and Subcontractor's surety.

ARTICLE 12 - INSURANCE

12.1 Before commencing the Work, Subcontractor shall provide and pay for insurance coverage's not less than those specified in Schedule D attached hereto from companies acceptable to Contractor. The limits and types of insurance required by this contract are the minimums required and shall not relieve, reduce or limit the liability of the Subcontractor. Such insurance shall remain in effect for one (1) year after completion of the project. If the Project includes residential property, the insurance provided shall not exclude residential work; such exclusion shall be considered a material breach of this subcontract.

12.2 Subcontractor shall furnish a certificate and the appropriate general liability endorsements, satisfactory to Contractor, from each insurance company providing coverage to Subcontractor. The certificate shall show the required insurance to be in force and state that the insurance will not be cancelled, non-renewed or materially changed except after providing at least thirty (30) days actual, written notice to Contractor or longer if required by the Contract Documents. Contractor shall have the right but not the obligation to review all of Subcontractor's insurance policies applicable to the Project.

12.3 With respect to the insurance required to be furnished by this agreement, Subcontractor and its sub-subcontractors and their insurers hereby waive all rights of subrogation against the Contractor, the Owner, and their Officers, Agents, and Employees and any other entity(s) or person(s) required by the contract between Contractor and Owner.

12.4 Subcontractor shall immediately advise Contractor, in writing, of the facts and details of every accident and personal injury occurring in connection with the Work and shall make available, if requested by Contractor, a copy of every accident report made to Subcontractor's insurance carrier(s).

12.5 In the event that damage or loss to the Work is covered by any Builder's risk or similar property insurance policy provided by the Contractor or Owner, Subcontractor agrees to pay its pro-rata share of any applicable deductible as the loss to Subcontractor's Work applies to the total 1055.

12.6 Before beginning any work on the project, Subcontractor shall cause Contractor, Owner, Architect, Engineer and their Officers, Agents and Employees and any other entity(s) and or person(s) required by the contract between the Contractor and the Owner, to be named as additional insured's under the Subcontractor's General Liability, Automobile Liability and Excess Liability Policy(s). Subcontractor and its insurer(s) agree that for liabilities and responsibilities assumed by the Subcontractor under this agreement, such policies shall be primary insurance for the Contractor and any other Additional Insured(s) and that the insurance maintained by the Contractor and other Additional Insured's shall be Excess and Non-Contributory. Compliance with this requirement shall be accomplished by endorsement to the policies as specified in Schedule D attached.

ARTICLE 13 - DAMAGES

Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other property owner, rented, or used by Subcontractor, or anyone employed by Subcontractor, in the performance of the Work; and Subcontractor shall maintain such insurance and take such protective action as it deems desirable with respect to such property. Except to the extent of any proceeds received by Contractor for the benefit of Subcontractor under a builders' risk or fire insurance policy, Subcontractor agrees that Contractor shall not be responsible for any loss or damage to the Work. Subcontractor shall take all precautions necessary to protect the Work from loss or damage prior to acceptance of the Work by Owner. Subcontractor shall be responsible for the correction or restoration of any loss of and all damage to the Work occurring prior to acceptance of the Work by Owner and for the correction or restoration of any loss of and all damages to the Work of Contractor or any other subcontractor, resulting from the operations of Subcontractor, or its subcontractors, agents, or employees.

ARTICLE 14 – INDEMNITY

14.1 In exchange for ten dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of the Subcontract, Subcontractor agrees to defend, indemnify and hold harmless Contractor and Owner, and their Officers, directors, agents and employees, separately and severally, from and against any claim, cost, expense, or liability (including attorneys' fees), attributable to bodily injury~ personal injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused in whole or in part by, arising out of, resulting from, or occurring in connection with the performance of the Work by Subcontractor, its subcontractors, or their agents, or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Subcontractor's duty hereunder shall not arise if such injury, sickness disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. Subcontractor's obligation hereunder shall not be limited as to amount or type of damages by the provisions of any worker's compensation act, disability act or other employee benefit act.

14.2 If Owner or any other person or entity asserts a claim or institutes a suit, action or proceeding against Contractor involving the manner or sufficiency of the performance of the Work, Subcontractor shall, upon written request of Contractor, promptly assume the defense of such claim, suit, action or proceeding, at Subcontractor's expense, Subcontractor shall indemnify and save harmless Contractor and its agents and employees, from and against any liability, loss, damage, or expense, including attorneys' fees, arising out of or dated to such claim, suit, action or proceeding in accordance with Paragraph 14.1. Contractor shall also be entitled to recover any attorney's fees or other costs expended in enforcing this indemnification and defense obligation.

14.3 [Reserved].

14.4 Subcontractor expressly agrees that this indemnification, defense and hold harmless agreement is valid as of the date of the subcontract even if the subcontract is not fully executed until after the date of the subcontract and is intended to include, without limitation, all claims, (events, or losses which may have occurred on or after the date of the subcontract regardless of whether the subcontract was fully executed prior to the date of the claim, event, or loss.

ARTICLE 15 - ASSIGMENTS AND SUBCONTRACTS

Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any substantial part of the Work without the prior written consent of Contractor. Subcontractor shall not be relieved of its duties and obligations hereunder by any assignment or subcontract, and Subcontractor shall be and remain fully responsible and liable for the acts and omissions of its assignees and subcontractors, and all persons directly or indirectly employed by them.

ARTICLE 16 - COMPLIANCE

16.1 Subcontractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity'. Subcontractor shall defend, indemnify and save harmless Contractor and Owner and their agents and employees from any loss, liability, expense (including attorneys' fees), citations, assessments, fines or penalties resulting from violations of such statutes, ordinances, rules, regulations or orders in connection with the performance of the work.

16.2 Subcontractor warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986, including but not limited to all of its I-9 employer verification provisions, and any future changes to the Act, as ell as with any applicable State immigration compliance laws. Subcontractor warrants that it has an I-9 verification policy which it administers uniformly throughout the company. Should Subcontractor ever be made aware of any Notice of Intent to Fine for its employer verification practices, or for a Request for I-9 inspection by Department of Homeland Security or United States Department of labor, it will, within 5 business days, notify Contractor in writing and will subsequently provide the results of the Notice of Intent to Fine or I-9 inspection process. This obligation applies as well to any compliance notices received from any applicable State authority.

16.3 Subcontractor is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

ARTICLE 17 - SAFETY

17.1 Subcontractor accepts complete responsibility for the health and safety of its employees and its subcontractors' employees, the safe performance of the Work, compliance with safety procedures and policies issued by the Contractor and in the Contract Documents, and compliance with all applicable health and safety laws, including the regulations and standards of the Occupational Safety & Health Act of 1970 ("OSHA"), as amended. Subcontractor shall cooperate with Contractor, Owner and all other contractors and subcontractors in their respective safety programs.

17.2 In the event that Subcontractor or any of its employees or its subcontractors' employees fails to comply with any health and safety requirements or if Contractor deems any part of the Work unsafe, Contractor may require Subcontractor to stop work and/ or remove any non-complying employees. Subcontractor shall not be entitled to any additional time or money as a result of Contractor stopping the Work when the Work was stopped due to Contractor's concern about safety deficiencies.

17.3 Subcontractor shall comply with the safety-related recommendations of insurance companies having an interest in the Project.

17.4 Contractor shall have no duty to monitor Subcontractor's practices or performance of the Work for safety and shall have no duty to stop Subcontractor's unsafe practices or to ensure that Subcontractor's practices and methods of performing the Work are safe.

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17.5 Subcontractor will report the occurrence of serious injury or equipment/property damage to Contractor's Project Manager immediately. In addition, Subcontractor shall submit to the Contractor's Project Manager the following, when applicable, within five (5) working days of the injury or damage: (a) a copy of "Employer's First Report of Injury"; (b) a copy of all property/casualty insurance claim reports; and (c) a copy of all OSHA inspection/citation reports.

17.6 Subcontractor will provide a means of fall protection for all employees working in areas where they are exposed to falls of greater than six feet.

17.7 Prior to starting work, Subcontractor will evaluate its work plan for the project to assess safety hazards which may be encountered and will notify Contractor of its plan for abating safety hazards in its work.

ARTICLE 18 - CLEANING UP

18.1 Subcontractor shall, at its sole cost and expense: (a) keep all areas in which it is working free from Subcontractor's waste materials, packaging and other debris by collecting and removing such debris on a daily basis; (b) at the completion of the Work in an area, make that area "broom-clean"; and (c) prior to final inspection, clean and prepare the Work for acceptance by Owner.

18.2 If Contractor incurs any expenses performing cleanup work for the Subcontractor, Subcontractor will be back charged for such expenses, provided Contractor gave Subcontractor written notice of Subcontractor's failure to comply with its obligation to keep its work areas clean and free of waste materials at least twenty-four (24) hours prior to the time when Contractor performed cleanup work for the Subcontractor. If Contractor performs cleanup work involving more than one subcontractor's work, Contractor's decision on the allocation among subcontractors of cleanup costs incurred by Contractor shall be final and binding on Subcontractor.

ARTICLE19 – TEMPORARY FACILITIES

Temporary facilities and services shall be provided by the Contractor in accordance with schedule E attached hereto.

ARTICLE 20 – QUALITY

Subcontractor shall provide materials and workmanship conforming to the requirements of the Contract Documents. Subcontractor shall provide proper facilities and opportunity at all times for the inspection of the Work by Contractor, Owner, Architect and their representatives. Subcontractor shall, within twenty-four (24) hours after receiving written notice from Contractor, at Subcontractor's sole cost and expense, take down and remove from the Project site all portions of the Work which the Contractor, Owner or Architect have condemned as unsound, improper or as failing in any way to conform to the Contract Documents or this Subcontract and shall replace the same with proper and conforming work. Subcontractor shall be responsible for all work damaged or destroyed in connection with the removal or replacement of condemned work. Contractor's failure to discover and notify Subcontractor of defective or nonconforming work at the time the Work or any portion thereof is performed or completed shall not relieve Subcontractor of responsibility for replacement of the defective or nonconforming work and all damages resulting there from. If the Owner elects to accept defective or nonconforming work, Contractor may require Subcontractor to accept an adjustment in the Price to the extent Owner requires Contractor to do so, and/or furnish an extended warranty.

ARTICLE 21- GUARANTEES

Subcontractor warrants and guarantees the Work to the full extent provided for in the Contract Documents and to the full extent required of Contractor of Subcontractor by the law of the state where the Project is located. Without limiting the foregoing or any other obligation with respect to the Work, Subcontractor shall, at its sole cost and expense, make good any faulty, defective or improper parts of the Work discovered by the Contractor, Architect or Owner within one (1) year from the date of acceptance of the Project or within such longer period as may be required by the Contract Documents or by law.

ARTICLE 22 - SUBMITTALS

22.1 Subcontractor shall promptly prepare or obtain and submit to Contractor all shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports, engineering calculations and submittals ("Submittal") required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. All Submittals shall be submitted so as to permit the Work to be performed in accordance with the Schedule.

22.2 Neither review of nor approval of Submittals by Contractor, Owner or Architect shall relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents or its responsibility for the proper matching of the Work to contiguous work. Subcontractor shall identify each and every variance between any Submittal and the requirements of the Contract Documents at the time of transmission either prominently on the Submittal or specifically in a transmittal letter accompanying the Submittal. No modification, revision or other notation on a Submittal that changes or modifies the Contract: Documents shall be valid (even if the drawing or Submittal is approved) unless there is a Change Order issued approving same.

ARTICLE 23- PERFORMANCE

23.1 Subcontractor, in performing the Work, acts as an independent contractor and not as an agent or employee of Contractor. Subcontractor, consistent with the requirements of the Contract Documents, the Subcontract and the Schedule, is free to perform the Work by any appropriate means as it may choose.

23.2 Subcontractor shall notify and obtain the approval of Contractor before the arrival of Subcontractor's forces or delivery of materials and equipment to the Project site, before any substantial change in either the composition or size of its forces, and before leaving the Project site.

ARTICLE 24 - LIENS

Subcontractor agrees to turn the Work over to Contractor free and clear of all liens, claims or encumbrances. Subcontractor shall defend, indemnify and save harmless Contractor, Contractor's sureties and Owner from any lien, encumbrance, claim of lien or suit in connection with a lien or encumbrance filed or maintained by any laborer, material men, subcontractor, or other person directly or indirectly acting for, through or under Subcontractor, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to Contractor or from Contractor to Subcontractor. Without limiting the foregoing, Subcontractor shall cause any such lien, encumbrance or claim of lien to be satisfied, removed or discharged by bond, payment or otherwise within ten (1) days from the date of filing or receipt of notice, whichever is earlier. Failure to do so is a breach of the Subcontract whether the claim of the party filing the lien is valid or not, and Contractor shall be indemnified from all losses and costs, including, without limitation, Owner and Contractor's attorneys' fees, incurred as a result of any such claim or lien and those costs incurred in enforcing the indemnification obligation of Subcontractor.

ARTICLE 25 – PATENTS AND COPYRIGHTS

Subcontractor shall defend, indemnify and save harmless Contractor and Owner from and against any claim, cost, expense or liability (including attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent rights or copyrights in connection with the Work, except to the extent that Owner may have assumed responsibility therefore under the Contract Documents. Subcontractor shall pay all royalties, license fees and similar charges for patented or copyrighted material used in or incorporated in the Work.

ARTICLE 26 - LABOR

26.1 Subcontractor agrees that strikes, slowdowns or similar interruptions or disturbances (including cases where the Subcontractor's employees are engaged in a work stoppage solely as a result of a labor dispute involving Contractor or others and not in any manner involving Subcontractor) shall not excuse Subcontractor from the obligation to perform the Work timely and in accordance with the Schedule; and in such event, Contractor shall be entitled to the rights and remedies provided in Paragraph 27.2. Subcontractor shall maintain and exercise control over all employees engaged in the performance of the Work, and shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly performance of the Work in the opinion of the Contractor.

26.2 Contractor is an equal opportunity employer complying with Title VII of the Civil Rights Act of 1964.

26.3 Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, disability, sex or national origin.

ARTICLE 27 – TERMINATION AND DEFAULT

27.1 Contractor, by written notice, may terminate the Subcontract in whole or in part for Contractor's convenience. In such event, Subcontractor will be compensated for the reasonable cost of all work performed and all materials purchased for the Work prior to the termination including a reasonable profit thereon, plus reasonable out-of-pocket costs of terminating the Work, but shall receive no compensation, profit or overhead for unperformed work or for materials not yet purchased. Regardless of the foregoing, the total sum Subcontractor shall be entitled to be paid in the event of a termination for convenience, including all prior payments to Subcontractor, shall not exceed the Price. Subcontractor shall not be entitled to any other compensation or payment, in the event of a termination for convenience other than as specifically provided in this Paragraph 27.1

27.2 If Subcontractor voluntarily seeks protection of the Federal Bankruptcy Laws or is involuntarily placed in bankruptcy, or if any action is brought against Subcontractor which impairs the ability of Subcontractor to perform its obligations under this Subcontract, or if the Subcontractor makes a general assignment for the benefit of creditors, or if a receiver for Subcontractor is appointed, or if Subcontractor refuses, fails or is unable to supply enough properly skilled workmen or materials to perform the Work according to the Schedule, of if Subcontractor fails to make prompt payments for materials or labor supplied to Subcontractor for the Work, of if Subcontractor disregards laws, ordinances, rules, regulations, or orders of any public authority related to the work, or if Subcontractor otherwise violates any provision of the Contract Documents then Contractor shall have the right to notify Subcontractor, in writing, of Subcontractor's default in performance, and to require that Subcontractor cure such default within seven (7) calendar days after its receipt of such notice, then Contractor may, at its option, without releasing or waiving any other rights and remedies against Subcontractor and Subcontractor's sureties and without prejudice to any other right it may be entitled to under this Subcontract or by law, terminate Subcontractor's right to proceed under this Subcontract by written noticed. Notwithstanding the foregoing notice requirement, Contractor may, in its sole discretion, supplement the forces of Subcontractor to perform a portion of Subcontractor's work upon twenty-four (24) hours notice of Subcontractor, and charge Subcontractor the costs associated with the supplementation if Subcontractor is in default of this Subcontract. After such termination and without further notice, Contractor may enter upon and take possession of all materials, equipment, tools, construction equipment and machinery located on the site, stored off site or located at other facilities of Subcontractor or its subcontractors or vendors and which are allocated to or assigned to the Project or which were purchased for the Project, and Contractor or its designee may complete the Work by whatever method Contractor deems reasonable under the circumstances. In the event of such termination by Contractor, Subcontractor shall not be entitled to any further payment or compensation except as provided in this Paragraph 27.2. In the event the unpaid balance of the Price, after deduction of all claims that Contractor may have against Subcontractor, exceeds the total cost of finishing the Work (including without limitation Contractor's reasonable overhead and profit, the cost of Architect's additional services, attorneys' fees and all other legal costs and all other costs and charges related to the termination or the completion

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of the Work), such excess shall be paid to Subcontractor upon satisfaction of the conditions for final payment set out in Article 4. In the event the total cost of completing the Work, including Contractor's additional costs and attorney's fees, exceeds the unpaid balance of the Price, Subcontractor and its sureties shall be liable to and shall promptly pay such difference to Contractor.

27.3 If Subcontractor is prevented from working for a period of sixty (60) calendar days under order of any court or other public authority having jurisdiction through no act or fault of the Subcontractor or its agents or employees, or any other persons performing any of the Subcontractor's Work, or as a result of an act of government (such as declaration of national emergency making materials unavailable for Subcontractor's Work), then Subcontractor may terminate this Subcontract and recover from the Contractor payment for all of Subcontractor's Work completed prior to the termination and in place (less the amount of Contractor's claims against Subcontractor, if any); provided nevertheless, that such payment (a) shall include profit and overhead only for the portion of the Work completed and in place; (b) shall be Subcontractor of all of the conditions of Articles 4 and 5, to the extent of the Work completed prior to the termination hereunder. In the event of such termination, Subcontractor shall have no right to any compensation or recovery of any kind, including without limitation, consequential damages, from Contractor except as specifically provided in this Paragraph 27.3.

ARTICLE 28 - INSPECTION, TESTS AND CUTING AND FITTING

28.1 Subcontractor agrees to perform all tests and inspections called for in the Contract Documents and to make provision for inspection and testing by Contractor, Owner or Architect at the Project site or at Subcontractor's facilities to determine whether the Work or materials and equipment or processes used in the Work conform with the Contract Documents. The failure of Contractor, Owner or Architect to inspect, to test or to discover defective workmanship, materials or equipment shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents and shall not prejudice the rights of Contractor, Owner or Architect to reject or require correction of the same.

28.2 Subcontractor shall do all cutting, fitting or patching necessary for the performance of the Subcontract Work. Subcontractor will repair or pay the cost or repair of any damage, including, without limitation, damage to work performed by others, caused by Subcontractor in the performance of the Work.

ARTICLE 29 – CLAIMS AND DISPUTES; ARBITRATION

29.1 The parties hereto intend that all claims of Subcontractor shall be resolved in accordance with the provisions of the Contract Documents and this Subcontract, including Articles 8, 9 and this Article 29, and that Subcontractor's recoveries on its claims, if any, shall be limited to Subcontractor's portion of the relief Contractor receives from Owner as a result of such claims.

29.2 Contractor agrees to make a good faith effort to have Owner honor any just claim presented by Subcontractor. Subcontractor shall be responsible for the prosecution and presentation of any claim against or to Owner and shall pay all expenses of said prosecution or presentation, including without limitation, attorneys' fees. It shall be Subcontractor's obligation to give Contractor adequate notice to ensure that Contractor can give all notices required by the Contract Documents with respect to such claim in a timely manner. In addition to the other provisions of this Subcontract dealing with payment, Change Orders or notice requirements, Subcontractor understands and agrees that Subcontractor waives all right to and has no right to payment for any claim or request for additional compensation of any kind that is submitted more than thirty (30) calendar days after the completion of the Work. Except as provided in Paragraph 29.3 hereof, Subcontractor agrees to be bound by the determination of Owner or Architect with respect to all claims.

29.3 If an appeal or legal proceeding is specifically permitted by the Contract Documents and if requested in writing by Subcontractor, Contractor will, in its name and on Subcontractor's behalf, appeal any decision of Owner or Architect or institute a legal proceeding against the Owner or Architect, then in any such event, the Subcontractor shall be responsible for filing fees, court costs, expert fees and any expenses, arbitration costs and attorneys' fees, attributable thereto (and, if requested, shall make an advance deposit for such costs) and shall render all assistance requested by Contractor. If claims on behalf of other subcontractors are involved in such an appeal or legal proceeding, Subcontractor shall pay only its proportionate share (as determined by the ratio of the face amount of its claim to the total of all claims l of the costs and expenses. Subcontractor shall be bound by the determination rendered on such an appeal or in such legal proceeding and shall be entitled only to is proportionate share of any actual net recovery from Owner, less Contractor's overhead and profit.

29.4 Except as provided in Paragraph 29.5, any claims of Subcontractor that cannot be resolved in accordance with the provisions of the Contract Documents or the Subcontract, shall be finally determined by binding arbitration in accordance with the current Construction Industry Rules of the American Arbitration Association by one or more arbitrators selected in accordance with said Rules. The parties acknowledge that this Subcontract evidences a transaction involving interstate commerce and that this agreement to arbitrate is enforceable under 9 U.S.C.. §§ 1, et seq. The place of arbitration shall be selected by the Contractor. Subcontractor shall not stop, hinder or delay the Work in any way during the pendency of arbitration. Should the Contractor through litigation, arbitration, or other means seek enforcement of any of the provisions hereof or seek to protect its interests in any matter arising under this Subcontract, or seek to collect damages for the breach of this contract, or seek to prosecute or defend any suit resulting from this Subcontract, or seek to recover on the performance and payment bond given by the Subcontractor under this contract, the Subcontractor and his surety, jointly and severally, agree to pay Contractor all costs, expenses, and attorneys' fees incurred in the investigation, preparation, and trial or hearing of such matters and otherwise reasonably related thereto.

29.5 Regardless of the agreement to arbitrate set forth in Paragraph 29.4, Subcontractor hereby agrees that upon Contractor's request, Subcontractor will consent to becoming a party to any legal proceeding involving the Project and Subcontractor's work and to the jurisdiction of any court or other forum in which the proceeding is pending. Subcontractor acknowledges that this provision is intended to permit Contractor to cause Subcontractor to be a third party defendant to claims by Owner, other subcontractors or third parties against Contractor.

29.6 Pending final resolution of a claim, including arbitration, unless otherwise agreed in writing, the Subcontractor shall proceed diligently with performance of the Contract and the Contractor shall continue to make payments in accordance with the terms of this Subcontract.

ARTICLE 30 - SUBSTANCE ABUSE POLICY

30.1 Subcontractor agrees to implement Contractor's Substance Abuse Policy contained in Schedule f attached hereto (the "Policy") or a substance abuse control program substantially similar to the Policy. Subcontractor agrees that it will enforce the prohibitions contained in the Policy or its own program, will test for drugs and alcohol pursuant tot the Policy or its own program, and will be responsible for receiving test results from the testing laboratory and administering discipline as required by the Policy or its own program.

30.2 Subcontractor specifically agrees to test its employees for drugs on a random basis as stated in the Policy or pursuant to its own program. As part of this random testing requirement, Subcontractor agrees to test all of its employees on the Project site on the date or dates Contractor selects to test its own employees.

30.3 Contractor agrees to defer to Subcontractor's interpretation of the Policy or its own program as it applies to Subcontractor's employees with regard to matters such as testing (other than random testing) and discipline as long as Subcontractor's interpretation is reasonable and is consistent with the purpose of the Policy to prevent substance abuse by all employees on the Project site.

ARTICLE 31- HAZARDOUS SUBSTANCES

Subcontractor agrees and guarantees that it will not employ any materials in the performance of the Work or install any materials which contain hazardous substances except as permitted by applicable law. Subcontractor further agrees that it will remove (in a manner in accordance with applicable law) any materials which contain hazardous substances and which were installed by Subcontractor in violation of this provision, will replace them with materials that do not contain hazardous substances and will repair any of the Work or the work of others damaged by such removal and replacement. The removal, replacement and repair shall be at Subcontractor's sole expense. Subcontractor also agrees, in exchange for ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, to indemnify and defend Contractor from any and all claims, damages, expenses and liability of any kind relating in any way to Subcontractor's use of or installation of materials containing hazardous substances.

ARTICLE 32 - USE OF CONTRACTOR'S EQUIPMENT

If Subcontractor uses the equipment, machinery, tools or materials of Contractor or other subcontractors or if Contractor performs any of the work for Subcontractor which Subcontractor is required by this Agreement to perform, Subcontractor agrees to defend, indemnify and hold harmless Contractor, its agents and employees against any claims, demands or lawsuits for loss or damage to property or personal injury which may be made against Contractor arising from or related to the use by Subcontractor of the equipment, machinery, tools or materials of Contractor or the performance of Subcontractor's work by Contractor. In addition to the obligations set forth above, Subcontractor agrees to waive all rights to claim against Contractor for any loss, damage or lawsuit incurred by Subcontractor which results from Subcontractor's use of the equipment, machinery, tools or materials of Contractor or from the performance of a portion of Subcontractor's work by Contractor.

ARTICLE 33 - MISCELLANEOUS

33.1 Joint Venture or Partnership. If Subcontractor is a joint venture or partnership, each party to the joint venture or partnership represents and agrees that the person who signs this Subcontract on behalf of Subcontractor is authorized to sign and by signing this Subcontract jointly and severally obligated each of them to all undertakings and obligations set forth in the Subcontract Documents.

33.2 Governing Law. The validity, interpretation and performance of this Subcontract shall be governed by the law of Mississippi, except: (a) If any provision or requirement of this Subcontract or the Contract Documents provides that the law of another state or the law of the federal government is applicable to, controls, governs or determines certain duties, responsibilities, or obligations, including warranty obligations, of a party hereto, or any aspect or portion of this Subcontract, then the other state's law or federal law shall apply to, control, govern or determine those certain duties, responsibilities or obligations of that party or that aspect or portion of this Subcontract; and (b) if the Contract 15 with the federal government or agency or branch thereof, then the Subcontractors' rights to recover from the Contractor for changed work, extra work, Differing Conditions, delay or disruption in the performance of the Work are limited to the Contractor's rights to recover from the federal government or agency or branch thereof under the applicable federal law.

33.3 No Third Party Beneficiaries. This Subcontract is intended solely for the direct benefit of the parties hereto. There are no third party beneficiaries of this Subcontract.

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33.4 Severability. The provisions of this Subcontract are severable. Should any provision of this Subcontract or any provision of the Contract Documents applicable to Subcontractor be unenforceable, the remaining provisions shall remain valid and binding.

33.5 Non-waiver. The failure by Contractor at any time to enforce or to require strict compliance or performance by Subcontractor with any of the provisions of the Subcontract or Contract Documents shall not constitute a present or future waiver of any such provision and shall not affect or impair in any way Contractor's rights at any time to enforce any such provision or to avail itself of such remedies as it may have for any breach thereof.

33.6 Survival of Terms. The terms of this Subcontract and the Contract Documents shall survive and remain in full force and effect after termination of this Subcontract or completion of the Work.

33.7 Only Written Modification. No changes, modifications, amendments of any of the terms and conditions of this Subcontract or the Contract Documents shall be valid unless agreed to by the parties in writing and signed oy their authorized representatives.

33.8 Owner Approval. If Owner has the right to object to Subcontractor's selection, this Subcontract shall not be effective until Owner approves Subcontractor.

33.9 Headings. Headings are for convenience of the reader and are not a substantive part of this Subcontract.

33.10 Notice. Any notice required to be given to Subcontractor may be accomplished by mailing or delivering written notice to the address listed for the Subcontractor on page one (1) of this Subcontract. Any notice required to be given to Contractor may be accomplished by mailing or delivering written notice to the address listed for the Contractor on page one (1) of this Subcontract.

33.11 Subcontractor warrants that no statement, representation, inducement or promise, oral or in writing, of any kind by Owner, Contractor or Architect, not expressly made a part of the Contract Documents, has induced Subcontractor to enter into, or been relied upon by Subcontractor in entering into, this Subcontract.

33.12 This Subcontract embodies the entire agreement between the Contractor and Subcontractor. All bids, proposals for or acknowledgements of this Subcontract by Subcontractor, whether written or verbal, which contain any term, condition or provision which purports to modify, conflict with, contradict or add to this Subcontract or the Contract Documents, are void and of no force or effect. All negotiations, proposals or agreements prior to the date of this Subcontract are merged herein and superseded hereby, there being no agreements, warranties, understandings or promises other than those written expressly herein.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the day and year first above written.

CHRIS ALBRITTON CONSTRUCTION CO, INC. (Contractor)		R&J Construction
By:		By: George Walters
Print:	Jonathon Turner	Print: George Walters
Title:	Civil Manager	Title: President
Witness:	Debbie English	Witness:
		License No: 13715-MC
		State: MS

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

Subcontractor: R&J Construction

Subcontract No.: 2211-SC-2211-004

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule A
"The Work"

Inclusions:
Provide and Install Fill Dirt LVM on Jobsite

Exclusions:

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

Subcontractor: R&J Construction

Subcontract No.: 2211-SC-2211-004

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule B
"Contract Documents"

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

Subcontractor: R&J Construction

Subcontract No.: 2211-SC-2211-004

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule C
"Unit Prices & Allowance"

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

Subcontractor: R&J Construction Subcontract No.: 2211-SC-2211-004

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule D
"Insurance"

1. Required Coverage
   a. Commercial General Liability

To include:

1. Coverage on an "occurrence basis"
2. Aggregate Limits of Insurance on a "per project" basis
3. Coverages for:
   - Premises/Operations
   - Underground, Explosion and Collapse
   - Products/Completed Operations - maintained three (3) years after completion of the Work
   - *Broad Form Contractual
   - *Independent Contractors
   - *Broad Form Property Damage
   - *Personal Injury
   - *If the Comprehensive Liability Policy Form is used, the policy must be endorsed to include the Broad Form Comprehensive General Liability Endorsement.

b. Automobile Liability
Comprehensive Automobile Liability policy covering all Owned, Hired and Non-Owned All.

c. Excess Liability - Umbrella Form (on an "occurrence basis")

d. Worker's Compensation and Employer's Liability
To include:
Statutory Coverage - State of Operations
United States Longshoreman and Harbor Workers Act Endorsement - If required
Voluntary Compensation Endorsement - "If Any" Basis

2. Limits

General Liability	$2,000,000 General Aggregate - per project $1,000,000 Each Occurrence $2,000,000 Products/Completed Operations Aggregate $1,000,000 Personal and Advertising Injury $50,000 Fire Damage (anyone fire) $5,000 Medical Expense (anyone person)
Automobile Liability	$1,000,000 Combined Single Limit Bodily Injury and Property Damage
Excess Liability	$2,000,000 Combined Single Limit Bodily Injury and Property Damage
Worker's Compensation Statutory Limits	
Employer's Liability	$100,000 Each Accident $500,000 Disease - Policy Limit $100,000 Disease - Each Employee

3. Certificates of Insurance
The Certificate of Insurance will verify that:

a. The Contractor and Owner (and the Architect and Engineer if required by the Contract Documents) and their Officers, Agents and Employees are named as Additional Insured on the General Liability, Auto Liability and Excess Liability policies. The policy shall also provide for Completed Operations coverage for one (1) year after completion of the Project.
This will be accomplished by Endorsement to the policies. For the General Liability policy, endorsements CG; 20-10-07-04 and CG 20-37-07-04 or their equivalents must be used. The Excess Policy must provide "Follow Form" coverage to this endorsement.

b. No policy will be cancelled, non-renewed or materially changed to the detriment of an Additional Insured unless thirty (30) days actual, written notification is given to the Certificate Holder. The policies shall not contain exclusions for residential work.

c. The insurance provided to the Additional Insured for Liabilities and Responsibilities assumed by the Subcontractor under the Subcontract will be primary and any other insurance maintained by the Additional Insureds shall be Excess and Noncontributory.

d. Under the General Liability policy, the General Aggregate applies on a "per project" basis.

e. Subcontractor and its Insurance Providers have waived all Rights of Subrogation against the Contractor and its Officers, Agents and Employees.

f. Subcontractor and its Insurance Providers have waived all Rights of Subrogation against the Owner and others as required by the Contract Documents between the Contractor and the Owner.

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

Subcontractor: R&J Construction Subcontract No.: 2211-SC-2211-004

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule E
"Temporary Facilities And Services Provided By The Cotnractor"

Job Water	No
Temporary Toilets	No
Drinking Water	No
Material Hoisting	No
Temporary Power	No
Trash Disposal Dumpster	No

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

Subcontractor: R&J Construction Subcontract No.: 2211-SC-2211-004

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule F
"Substance Abuse Policy"

I. Statement Of Policy

Contractor, hereinafter referred to as "Chris Albritton Construction Co., Inc.", is committed to the highest standards of safety, integrity, and professionalism in its work and cannot condone substance abuse by its employees. The nature of Chris Albritton Construction Co., Inc. work mandates behavior that inspires the highest degree of confidence by its clients and the public. The use of illegal drugs and abuse of other controlled substances, on or off duty, is inconsistent with law abiding behavior, a threat to the safety of others, and has a detrimental effect on job performance and quality. The substance abuse policy, hereinafter referred to as the "Policy", is intended to create and maintain a workplace free of drug and alcohol
abuse.

Under this Policy, the use of illegal drugs is prohibited, whether taken on or off the job. The same is true for legal drugs which are not taken in accordance with a doctor's prescription. Employees reporting to work with drugs in their systems, without appropriate prescriptions, will be considered to be in violation of this Policy and subject to the discipline described herein. The use of alcohol on the job or the reporting to work under the influence of alcohol likewise is a violation of this Policy. As described in this Policy, Chris Albritton Construction Co., INC., will test all of its employees for the presence of controlled substances to ensure compliance with this Policy. Violators are subject to suspension and discharge.

The possession or sale of controlled substances on the job, including alcohol, is prohibited under this Policy. Chris Albritton Construction Co., INC.'s employees are subject to searches and investigations to secure compliance with this aspect of the Policy. Violators will be discharged.

It is not Chris Albritton Construction Co., INC.'s intent to harass or to interfere unduly with the personal lives of its employees. Hopefully, with everyone's cooperation this Policy will be regarded as an effective means to address substance abuse on the job and provide a better and safer working environment for all.

II. Rules Regarding Employees

Employees will be subject to the discipline described in the Policy for:

The use or possession of alcohol on premises, except at approved social functions;
The on-premises use (except for the proper use of prescribed drugs), manufacture, distribution, dispensing, possession, sale, or purchase of any controlled drug or the abuse of any drug;

The failure to report to Chris Albritton Construction Co., INC., within five (5) days, any drug-related conviction, including a "guilty" or "nolo contendere" plea;The conviction (including "'guilty" or "nolo contendere" Plea) of any criminal drug offenses;

The failure or refusal to cooperate with any aspect of this Policy including the refusal to sign forms consenting to drug testing, the refusal to provide a urine or blood sample for testing, or the refusal to cooperate in any other way with a drug test;
Reporting to work with the presence of controlled substances, without a prescription, in the system as shown by a positive test for alcohol or unauthorized drugs.
Employees should understand that a positive drug test is not a necessary prerequisite to discipline if this Policy or any other Chris Albritton Construction Co., INC. work rule has been violated.

Employees include all executive, managerial, administrative, clerical, marketing, shop, technical, and craft workers, whether skilled, semiskilled, or unskilled.

III. Rules Regarding Applicants

Applicants for employment at Chris Albritton Construction Co., INC. are expected to be free from any controlled substances upon reporting for work. Each applicant must pass a drug test in order to be employed by Chris Albritton Construction Co., INC. Each employee of Chris Albritton Construction Co., INC. will be subject to all aspects of Chris Albritton Construction Co., INC.'s Policy, including its random and post-accident testing provisions.

New employees should advise their supervisor upon hiring of any prescription medications to be used in the workspace. The employee should advise the name and dosage of the medication and the name of the prescribing doctor. The same is true for prescriptions following hire. The supervisor should be advised of any warnings or precautions the employee receives from the doctor or other sources. The supervisor also should be advised of the medication's current effect on the employee as well as any previous effects experienced by the employee. A form will be available for these purposes.

IV. Grounds For Drug & Alcohol Testing

All employees are subject to an unannounced random drug test at least one time each year.

All employees are subject to testing if they are involved in a work-related accident which requires medical attention by a doctor.

All employees are subject to testing ~'for cause." "For cause" includes an employee's display of erratic behavior, decline in job performance, unexplained peaks and valleys in job performance, certain physical signs, actions, safety disregard, absenteeism, or another reasonable basis for suspecting a violation of the Policy.

V. Testing Procedures

A. Employees will he required to execute Chris Albritton Construction Co., INC.'s consent forms.
B. Employees will be required to fill in chain of custody forms provided by the testing laboratory.
C. Employees must disclose all drugs whether prescribed or not, which they have or are taking, on their chain of custody form.
D. Employees tested on the jobsite will submit urine and/or blood samples to designated Chris Albritton Construction Co., INC. personnel or to employees from the testing facility. Employees either will be required to submit such specimens in the presence of a witness or follow other such security measures to ensure the integrity of the sample.

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

Subcontractor: R&J Construction Subcontract No.: 2211-SC-2211-004

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

E. Employees tested away from the jobsite, such as a clinic following an accident, will be required to follow these same procedures with the clinic's personnel.
F. Test results will be sent to the corporate offices in Birmingham, Alabama. The reports will be delivered to a selected contact person at the corporate office. The reports then will be opened only by one of the General Superintendents, a Division Manager, or an Officer of the company. Positive test results will be communicated to the project superintendent or other suitable manager only. This person will advise the employee of the test results and the action to be taken. This will be done verbally in a private setting. A Confidential certified letter from one of the General Superintendents, a Division Manager, or an Officer of the company will follow to confirm the conversation with the project superintendent or other suitable manager.

VI. Discipline

An employee testing positive for an unauthorized controlled substance, as determined by the testing laboratory's testing thresholds after a confirmatory test, immediately will be suspended without pay. The suspension shall last for thirty (30) days. At the conclusion of the 3D-day period, the employee may be reinstated, if the employee's position still exists, if he or she tests negative on a drug screen obtained by Chris Albritton Construction Co., Inc's testing laboratory. The cost of the second drug screen will be paid by the employee tested. Reinstatement under this provision does not change the employee's status as an employee-at-will subject to discharge at any time.

Following the reinstatement of an employee returning to work after a drug-related suspension, that employee will be subject to unannounced random testing, up to one time each six months, for a period of one year and random test thereafter. A second positive test at any time will result in immediate and permanent discharge.

Testing under this aspect of the Policy does not insulate the employee from testing pursuant to one of the Policy's other testing provisions. Any employee who refuses to submit a urine or blood sample for testing under this Policy, or who refuses to execute the necessary paperwork~ or who fails to disclose ingested drugs, or otherwise fails to cooperate with a drug test will be discharged.

VI. Confidentiality

Positive test results will not be communicated to any company employee other than those designated herein. Except when necessary in litigation involving Chris Albritton Construction Co., Inc. or by order of a court of competent jurisdiction, results will not be communicated to any person outside of the company without the express written consent of the employee involved. Result reports will be maintained by the personnel office in a secured filing system separate from the employee's personnel files.

VI. Search Procedures & Discipline

A. Searches will be conducted, with or without cause, to detect unauthorized substances, including alcohol or drug paraphernalia, at any time.
Searches will be conducted only in the presence of two witnesses, one of whom must be from management above the foreman level. If the person to be searched is a female, one, and preferably both, witnesses should be female. Searches will be conducted as privately as possible. Food items will not be touched. Employees will be asked to pen their coats, remove hats, or lift pants legs to inspect boots. No one will be searched forcibly. Employees will be asked to empty pockets and turn them inside out. Employees shall not be touched or patted to determine pocket contents. If locks are cut in the search of desk, lockers, large tool boxes, etc, the person conducting the search should be prepared to replace them immediately after completing the search and give the key to the employee. Those who object to the searches or who refuse to cooperate will be told that submission to such a search is a condition of employment and that failure to cooperate will result in discharge. If an employee continues to refuse to cooperate, the search will be terminated, and the refusal reported to one of the General Superintendents,
Division Managers, or Officers.
B. Employees found with illegal substances, controlled substances without a prescription, alcohol, drug paraphernalia, or other such items in their possession, whether on their person or in a vehicle or container of any sort under their control, will be discharged.

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

CERTIFICATION

To: CHRIS ALBRITTON CONSTRUCTION COMPANY INC.
From: R&J Construction
P.O. Box 6
Laurel, MS, Mississippi 39441

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Listed below are all material supplier and "second tier" subcontractors that we will use for the referenced project:

I. Items committed to date:

NAME (VENDOR/SUBCONTRACTOR)	ITEM (MATERIAL, ETC)	TOTAL VENDOR AMOUNT (over $5,000.00)

II. Items not committed to date:

NAME (VENDOR/SUBCONTRACTOR)	ITEM (MATERIAL, ETC)	TOTAL VENDOR AMOUNT (over $5,000.00)
	Items (Material, Etc) 2	

Witness: _____

_____

By: _____

(Corporate Seal)

Its: _____

Date: _____

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

SUBCONTRACTOR WORKPLACE CHEMICAL LIST

SUBCONTRACTOR: R&J Construction

FEDERAL TAX I.D. NO.:

PROJECT: Kiln-Delisle Road Bridge

PROJECT LOCATION: Kiln Delisle Road , Pass Christian , Mississippi 39571

GENERAL DESCRIPTION OF WORK: Construction of 0.232 miles of Bridge Replacement and Approaches on the Kiln-Delisle Road - Project No. SAP-23 (30)

In addition to completing and returning this Workplace Chemical List, Subcontractor shall have available at the jobsite a copy of Subcontractor's Hazardous Communication Program naming the person responsible for implementing the program. There shall be a Workplace Chemical List, complete with Material Safety Data Sheet, for each product used available at the jobsite. Subcontractor is responsible for training its employees in the safe use of all hazardous materials.

CHEMICAL/SUBSTANCE NAME	CHEMICAL ABSTRACTS SERVICES (CAS) NO.	COMMON OR TRADE NAME(S) (LABEL IDENTITY)	WORK AREA WHERE CHEMICAL IS USED OR STORED

This Form Must Be Completed And Returned With The Signed Subcontract

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

Subcontract No.: 2211-SC-2211-004

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Subcontractor: R&J Construction

Street Address P.O. Box 6, Laurel, MS, Mississippi 39441

Project: Kiln-Delisle Road Bridge

Payment Request No.: _____ Date: _____

Payment Period Ending: _____

1. Original Contract Amount $ _____

2. Approved Change Order Nos. _____ Thru_____ $ _____

3. Adjusted Contract Amount $ _____

4. Value of Work Completed to Date
(As per schedule of values below) $ _____

5. Materials Stored
(As per breakdown below) $ _____

6. TOTAL COMPLETED AND STORED TO DATE $ _____

7. Less Amount Retained (_____%) $ _____

8. Subtotal $ _____

9. Less Owner Purchases (Transmittals Through No._____) $ _____

10. Less Previous Payments $ _____

11. AMOUNT DUE THIS REQUEST $ _____

Schedule Of Values

DESCRIPTION	VALUE	PREVIOUSLY COMPLETE $	THIS APPLICATION $	COMPLETED TO DATE %
TOTALS				

Interim Release Of Lien And General Release Attached To This Form Must Be Completed Before Payment Application Will Be Processed.

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

MATERIALS STORED

DESCRIPTION	STORED MAT'S BEGINNING PERIOD $	REC'D THIS PERIOD	INSTALLED THIS PERIOD	STORED MATERIAL AT END OF PERIOD
TOTALS				

Subcontractor's Partial Release Of Lien And General Release

Know All Men By These Presents, That Whereas,_____, ("Subcontractor"), a _____, having its principal offices at _____and Chris Albritton Construction Co., Inc., ("Contractor"), a Mississippi Corporation have hereto entered into a certain Subcontract (the "Subcontract") dated _____ , _____, relating to the furnishing of materials, labor and/or equipment for the construction of _____(description of Subcontractor's work) in connection with a contract between Contractor and _____ ("Owner") for Owner's _____(the "Project"), located at _____.

NOW THEREFORE, having first been duly sworn and upon receipt of and in consideration of payment of the sum of _____ Dollars ($_____), to be paid by Contractor to Subcontractor, which sum represents the full amount due to Subcontractor as of _____ , _____ ("Release Date") less and except that retention in the amount _____ of Dollars ($_____) still being withheld by the Contractor, all under and pursuant to the Subcontract, Subcontractor does hereby:

1. Certify and represent to Contractor and Owner that all persons, firms, associations, corporations or other entities who have furnished labor, materials, stored materials, equipment or supplies to, for, or on behalf of Subcontractor in connection with the Subcontractor's performance or obligations related to the Project have been paid in full as of the Release Date, including any and all applicable taxes, duties, license fees and royalties, except the following (none unless noted):

(ATTACH ADDITIONAL PAGE, IF NECESSARY, AND SO NOTE)

2. Release and waive any and all liens which Subcontractor, its affiliates, successors or assigns have or may have upon any portion of the Project or the land of Owner or the buildings thereon, for labor, materials, stored materials, supplies or equipment furnished by, for, or on behalf of Subcontractor prior to the Release Date;

3. Release and forever discharge Contractor and Owner, and their affiliates, successors and assigns, from any and all claims, demands and causes of action of any kind which Subcontractor or its affiliates, successors or assigns have or may have in the future arising out of anything which has occurred or failed to occur prior to Release Date in connection with the Project or labor, material, stored materials, equipment or supplies furnished by Subcontractor, except the following (none unless noted):

(ATTACH ADDITIONAL PAGE, IF NECESSARY, AND SO NOTE)

4. Certify and represent that no portion of the Project, the land of the Owner, or any buildings thereon, can be made subject of any valid lien by any person or entity which has furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of Subcontractor for use in connection with the Project, and agrees to indemnify and hold harmless Contractor and Owner, and their affiliates, successors and assigns, from all loss, cost, damage or expense (including, without limitation, attorneys' fees) arising from any liens, claims or demands of any person or entity which has furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of the Subcontractor in connection with the Subcontractor's performance or obligations related to the Project;

5. Certify and represent that the information presented above accurately reports the status of materials, if any, stored in connection with the Project by, for, or on behalf of Subcontractor; and

6. Certify and represent that the person signing on behalf of Subcontractor has authority to hind and obligate the Subcontractor hereto.

IN WITNESS WHEREOF, Subcontractor has caused this Partial Release of Lien and General Release to be executed by its duly authorized owner, partner, agent or Officer on the _____day of_____ , _____ .

_____
(Name Of Subcontractor)

STATE OF _____ By: _____

COUNTY OF _____ Its: _____

Sworn to before me this_____ day of _____ , _____ .

My Commission Expires: Notary Public (Notarial Seal)

Attachment: Sub-Contractors R&J Construction Request No. 1 in the amount of $50,000.00 for Kiln Delisle Road Bridge SAP-23(30) - signed

Form (FAS-S.A.) SC-1
(Submit 6 copies)

Board of Supervisors
Hancock County

Request No. 002
Project No. SAP-23(30)
Date 11/7/22

Office of State Aid Road Construction
Mississippi Department of Transportation

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to J.L. McCool Contractors, Inc

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec. Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
S-621.C	4" Wide Thermo Edge Stripe (White)	0.460	MI	$ 12,000.00	$ 5,428.00
S-621-E-1	4" Wide Thermo Traffic Stripe (Yellow)	2,462.54	LF	$ 2.36	$ 5,811.59
S-618-A	Maintenance of Traffic	1	LS	$ 767,000.00	$ 6,900.00 (Shared)
				$	$
				$	$
				$	$

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.

Date 7/11/22, 20 22

Chris Albritton Construction Company, Inc.
Prime Contractor

By: [signature]

Address: 2100 Bush Dairy Road, Laurel, MS 39443

Approval recommended: 8/19/, 20 22

County Engineer

Approved: Board of Supervisors
County

(By order of the Board, dated)

By
President

Approved recommended: , 20

State Aid District Engineer

Total this Request $ 18,139.59 = 0.65 %

Previous Request $ 50,000.00 = 1.81 %

Total to Date $ 68,139.59 = 2.46 %

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date July 7, 20 22

X J.L. McCool Contractors, Inc.
(Sub) Subcontractor

By: [signature]

Address: 11700 Hwy 613 Moss Point, MS 39542

Approved: , 2

State Aid Engineer

Approved: , 20

Executive Director, Mississippi Department of Transportation

Revised August 2000

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

CAD-725
Rev. 12-2018

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUB-CONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

Mississippi Department of Transportation
PO Box 1850
Jackson, MS 39215-1850

Project No. SAP-23(30)
County Hancock
(Sub) Subcontract Request No. _____

I (We) J.L. McCool Contractors Inc. proposed (Sub) Sub-contractor hereby certify that I (We) have X , have not _____ , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have X , have not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date July 07 , 20 22

J.L. McCool Contractors, Inc.
(Sub) Sub- Contractor

By: _____
Signature

President
Title

NOTE: This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60 - 1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60 - 1.5. (Generally only contracts for subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60 - 1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

Chris Albritton CONSTRUCTION CO.

Subcontract No.: 2211-SC-2211-001

Scheduled Start Date:

SUBCONTRACT AGREEMENT

CONTRACTOR:	CHRIS ALBRITTON CONSTRUCTION CO, INC. 2100 Bush Dairy Rd. Laurel, Mississippi 39443-7546 Phone: (601) 425-9100 Fax: (601) 425-3974	("Contractor")
SUBCONTRACTOR:	J.L. McCool Contractors, Inc. 11700 Hwy 613 Moss Point , Mississippi 39562 Phone: (228) 769-9771 Fax: (228) 769-9773 Email: jlmccool@cableone.net	("Subcontractor")
WORK:	Striping	("Work")
PROJECT:	Kiln-Delisle Road Bridge Kiln Delisle Road Pass Christian , Mississippi 39571	("Project")
OWNER:	Hancock Board of Supervisors 3068 Longfellow Drive #3 Bay St. Louis, Mississippi 39520	("Owner")
ARCHITECT ENGINEER:	Compton Engineering, Inc.	("Architect")
SUBCONTRACT DATE:	6/17/2022	("Contract")
SUBCONTRACT PRICE:	$21,925.08 Twenty One Thousand Nine Hundred Twenty Five Dollars & Eight Cents	("Price")
MONTHLY BILING DATE::	20th Of Each Month	("Monthly Billing Date")
MONTHLY BILING MAILED TO: (1 Original 0 Copies)	CHRIS ALBRITTON CONSTRUCTION CO, INC. 2100 Bush Dairy Rd. Laurel, Mississippi 39443-7546	
RETAINED PERCENTAGE:	Zero Percent (0.0%)	("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
(The above terms are incorporated by reference and are more fully explained below.)

On this (6/17/2022) Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

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Schedules

Schedule A	Description Of The Work
Schedule B	List Of Documents Included In The Contract Documents
Schedule C	Unit Prices And Allowances
Schedule D	Required Insurance Coverage
Schedule E	Temporary Facilities
Schedule F	Substance Abuse Policy

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

ARTICLE 1 - THE WORK

1.1 Subcontractor shall furnish all labor, supervision, services, materials, equipment, tools, scaffolds, transportation, storage and all other things necessary to perform the work described in Schedule A attached hereto (the "Work"), being a portion of the work required of Contractor under the Contract between Owner and Contractor. The Work shall be performed by Subcontractor strictly in accordance with the Contract Documents, which consist of the Contract and the plans, drawings, specifications addenda and other documents identified in Schedule B attached hereto, and all modifications issued hereafter thereto (the "Contract Documents"). If the Contract requires the Contractor to incorporate specific provisions or requirements in subcontract agreements, Subcontractor agrees that all of those provisions or requirements are incorporated in the Subcontract. Some of these provisions or requirement, along with other provisions, may be incorporated in a Rider attached hereto. The Rider, if any and all provisions and requirements contained therein are part of this Subcontract.

1.2 Contract Documents are available for examination by Subcontractor at the office of Contractor. The Contract made available to Subcontractor will be an unpriced copy. Subcontractor represents and agrees that it has had access to all Contract Documents and has carefully examined and understands the Contract Documents that Subcontractor deems relevant to the Work; has previously notified Contractor in writing of all ambiguities, inconsistencies and omissions, if any, in the Contract Documents that relate to the Work; as adequately investigated the nature and conditions of the Project site and locality; has familiarized itself with conditions affecting the difficulty of the Work; and has entered into this Subcontract based on its own examination, investigation and evaluation and not in reliance upon any opinions of representations of Contractor.

1.3 In the performance of the Work, Subcontractor agrees that, except as expressly otherwise stated in this Subcontract, it is bound to Contractor by the terms and conditions of the Contract Documents and that Subcontractor is obligated and liable to Contractor to the same extent Contractor is obligated and liable to Owner. Subcontractor hereby assumes toward Contractor all of the duties, obligations and responsibilities that Contractor has by the Contract Documents assumed toward the Owner. Subcontractor agrees to be bound by all interpretations, decisions or other written instructions by Owner, Architect, any court, arbitration panel, administrative tribunal or other body relative to any question, interpretation, ambiguity or discrepancy in the Contract Documents in the same manner as Contractor is bound; and Subcontractor agrees to comply with and to perform the Work as required by such interpretations, decisions or other written instructions. If Subcontractor incurs any additional cost, delay or disruption to the Work as a result of any such interpretation, decision or written instruction or as a result of any inadequacy or unsuitability, including without limitation, ambiguity, inconsistency or omission in the Contract Documents, Contractor shall only be obligated to pay additional compensation to Subcontractor or to extend the Subcontractor's time for performance if Contractor receives additional compensation or an extension of time from Owner, and then only to the extent, if any, of Subcontractor's equitable portion of such additional compensation or extension of time.

1.4 The Contract Documents and this Subcontract shall be read and interpreted together. If there is a conflict regarding the scope of the Work, the document requiring the more extensive work shall prevail unless the Contract directs otherwise. Otherwise, this Subcontract shall govern in the event of any conflict between the Contract Documents and Subcontract pertaining to the relationship between Contractor and Subcontractor.

ARTICLE 2 - PRICE

Contractor shall pay to Subcontractor for the satisfactory performance and completion of the Work under this Subcontract the sum set forth above as the Price, subject to additions and deductions as herein provided. To the extent that the Work or any changes or modifications thereto are to be performed on a unit price basis, the Price shall be computed in accordance with the unit prices set forth in Schedule C based on actual quantities determined in accordance with the Contract Documents and this Subcontract. The Price and all unit prices shown in Schedule C include compensation for all costs, direct and indirect, of Subcontractor's performance of the Work or changes thereto.

ARTICLE 3 – PROGRESS PAYMENTS

3.1 Within the (10) working days of execution of the Subcontract, Subcontractor shall submit to Contractor for approval a detailed schedule showing a cost breakdown of the Price according to the various line items, or parts, of the work (with overhead and profit allocated to each item or part of the Work), for use only as a basis for checking Subcontractor's applications for payment.

3.2 Monthly Billing. On or before each Monthly Billing Date, Subcontractor shall submit to Contractor a progress payment application on Contractor's form. The application shall include the value of the portions of the Work completed, and if the Contract Documents provide for payments for stored materials, the value of the material suitably stored (to the satisfaction of Contractor and Owner) at the Project site or other approved location ("Stored Materials"). Subcontractor shall submit a partial release of lien and general release on Contractor's form with each payment application.

3.3 Payments Subject to Article 5, within five (5) working days after receiving a progress payment from Owner, Contractor shall make a progress payment to Subcontractor equal to the approved value of the completed portions of the Work and the Stored Materials which were included in the Contractor's billing to Owner, less (a) all previous payment, (b) retainage (and any other reserve or withholding provided for in this Subcontract) and (c) all charges or backcharges for services, materials, equipment and other items furnished or otherwise chargeable by Contractor to Subcontractor. Any estimate or determination made by Owner (or Architect) of the value of the completed portions of the Work or of any deduction or offset for damages to the Work or for changes chargeable by Owner to Contractor on account of the Work, shall be binding on Subcontractor.

ARTICLE 4 - FINAL PAYMENT

4.1 Final billing from Subcontractor, including billing for all Change Orders, shall be submitted to Contractor not later than thirty (30) calendar days after completion of the Work.

4.2 The final payment, consisting of the unpaid balance of the Price, shall be due and payable within thirty (30) calendar days after all the following have occurred: (a) completion of the Work by Subcontractor; (b) acceptance of the Work by Architect and Owner; (c) final payment by Owner to Contractor under the Contract or outstanding claims, obligations, encumbrances or liens for labor, services, materials, equipment, taxes or other items incurred in connection with the Work; (e) delivery of all guarantees, warranties, bonds, instruction manuals, as-built drawings and similar items required of Subcontractor or its suppliers or subcontractors; and (f) delivery of a release of lien and general release on Contractor's form executed by Subcontractor. Contractor agrees that it is not the intent of this Subcontract that Subcontractor would be denied payment for work performed under this Subcontract or a Change Order and performed in full compliance with the Contract Documents because of Owner's refusal to pay Contractor for such work.

ARTICLE 5 - PAYMENT CONDITIONS

5.1 Subcontractor agrees that the payments made by Contractor will be held in trust by Subcontractor to be applied first to the payment of laborers, suppliers, subcontractors and others responsible for the Work and all taxes and insurance applicable thereto; and Subcontractor agrees to so hold and apply the payments from Contractor.

5.2 Contractor shall have the right at all times to contact Subcontractor's subcontractors and suppliers to insure that they are being paid in accordance with the terms of this Subcontract and the terms of their agreements with Subcontractor for labor or materials furnished for use in performing the Work. Subcontractor agrees that Contractor may, at any time, make payments due to Subcontractor by checks jointly payable to Subcontractor and one or more of Subcontractor's subcontractors or suppliers.

5.3 Subcontractor shall, as often as requested by Contractor, furnish all information Contractor requires, including, without limitation, a sworn statement, with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Subcontractor in connection with the Work and all payments made by Subcontractor on account thereof.

5.4 Withholding. In addition to retainage, Contractor may withhold from any progress or final payment all amounts which are reasonably necessary to protect Contractor against all risks, including, without limitation, attorney's fees, if any of the following occur: (i) Subcontractor fails to provide evidence satisfactory to Contractor that each of its subcontractors, suppliers and laborers has been paid for all labor, services, materials, and supplies used in the performance of the Work through the end of the pay period covered by the last progress payment (ii) the Owner reduces a payment to Contractor or backcharges Contractor for reasons attributable to the Work; (iii) a portion of the Work is unacceptable to Contractor, Owner or Architect; (iv) a third party asserts a claim against Contractor arising from the Work or evidence reasonably indicates that such a claim(s) may be filed; (v) the Subcontractor fails to carry out the Work in accordance with the Subcontract; (vi) the Work is not progressing in accordance with or will not be completed within the time allowed by the Schedule; (vii) Subcontractor fails to furnish certificates of insurance in compliance with Article 12 or bonds in compliance with Article 11; (viii) Subcontractor has not executed all contract documents, (ix) certified payrolls, if required, are not current, or (x) Subcontractor has not met its obligations under another subcontract with the Contractor.

5.5 No Payment shall be evidence of the performance or progress of the Work, or constitute or imply acceptance by the Contractor of any portion of the Work. Subcontractor agrees that acceptance of any payment shall constitute a release of the Contractor from all claims, or liability, other than for retainage, for any work, services, materials or equipment performed or furnished or for anything which occurred or which failed to occur during the payment period to which the payment relates. Acceptance of final payment by Subcontractor shall constitute a general release of Contractor, its surety and Owner.

5.6 As a condition precedent to any progress payment, final payment or retainage payment, the Owner must have first paid the Contractor for the progress payment, final payment or retainage payment.

ARTICLE 6 - TIME

6.1 Time is of the essence in the performance of this Subcontract. Subcontractor is aware of the Contract Time (as defined in the Contract Documents) and agrees to take any and all steps necessary to ensure that the Work is performed in such time as to permit Contractor to meet its obligations to Owner in accordance with the schedule for the Project to be prepared by Contractor ("the Schedule"). If Subcontractor fails to maintain the progress required by the Schedule and such failure is Subcontractor's fault, in whole or in part, Subcontractor agrees, at its sole cost and expense, to take whatever actions are necessary to get the Work back on schedule.

6.2 Subcontractor agrees at its sole cost and expense: (a) to submit to Contractor within fourteen (14) calendar days of the date of the Subcontract, a detailed, proposed schedule for the Work for Contractor's use in preparing the Schedule for the Project; (b) to begin the Work upon Contractor's order to do so, (c) to cooperate with Contractor and its other subcontractors and the other contractors, if any; (d) to perform the Work in such sequence as Contractor may direct; (e) when requested, to provide all information required to prepare updates or revisions to the Schedule; and (f) to furnish at all times sufficient and qualified forces and supervision, adequate and conforming materials, equipment, tools and all other things necessary to achieve the progress required by the Schedule. Subcontractor agrees that Contractor has full discretion with regard to

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preparation to the Schedule and updates or revisions thereto during the course of the Project, and that Subcontractor shall perform the Work in accordance with the requirements of the Schedule and all revisions or updates thereto.

6.3 Subcontractor agrees: (a) to order (for manufacturer and/or purchase and delivery) all materials and equipment required for the Work as soon as possible to avoid delays caused by unavailability; (b) to furnish Contractor within thirty (30) calendar days of the date of this Subcontract a list of major materials and equipment required for the Work, showing the name, address and telephone number of the supplier and the dates on which such materials and equipment are expected to be delivered to the Project site; (c) to furnish Contractor, upon demand, a copy of each major purchase order and subcontract (at Subcontractor's option, price information may be deleted) (d) to cause a qualified home office supervisory representative to attend scheduled progress meetings; and (e) to notify Contractor immediately and confirm in writing within forty-eight (48) hours, if Subcontractor finds that any item cannot be delivered as required to maintain the Schedule.

6.4 Damages. Subcontractor represents that it has satisfied itself as to any provision in the Contract Documents concerning liquidated damages, and agrees that in the event liquidated damages are imposed by Owner on Contractor as the result, in whole or in part, of the performance or non-performance of Subcontractor, such liquidated damages (or an appropriate share thereof) will constitute one element of the damages that Contractor shall be entitled to recover from Subcontractor by backcharges or otherwise. In addition, Subcontractor agrees to reimburse Contractor for any loss or damage, including damages that may become due to the Owner under the Contract Documents, and for any extra expense incurred by the Contractor that result from Subcontractor's failure to deliver timely any and all materials or failure to perform timely any and all Work.

ARTICLE 7 – EXTENSION OF TIME

Subcontractor shall be granted an extension of time for delays in the performance of the Work only to the extent an extension is allowed the Contractor by the Owner for performance of the Work; provided, if Subcontractor is delayed by Contractor or other subcontractors of Contractor, and Subcontractor gives the required notice, Subcontractor shall be entitled to an extension of time equal to the delay. Regardless of the cause of the delay, the Subcontractor agrees it shall not be entitled to compensation or damages for any delay (including, without limitation, impact, inefficiency and disruption) in the performance of the Work except to the extent that Contractor shall receive such compensation or damages from Owner or other third party. Subcontractor shall not be entitled to an extension of time or to compensation or damages for any delay unless a written notice of that delay is delivered to Contractor within two-thirds of the time period allowed by the Contract Documents or within seven (7) calendar days of the beginning of the event causing the delay, whichever is the shorter period of time.

ARTICLE 8 - CHANGES

8.1 Without notice to Subcontractor's surety and without invalidating this Subcontract or the surety bonds, Contractor may from time to time, by written directive to Subcontractor, require Subcontractor to make changes in the Work (both additions and deletions), and the changed work shall be part of the Work. Subcontractor shall perform changed work as part of the Work and in accordance with the terms of this Subcontract, when directed to do so in writing by Contractor.

8.2 Subcontractor specifically agrees that it is bound by any and all disclaimers in the Contract Documents that relate to subsurface, latent conditions, differing conditions, unknown conditions or that otherwise deal with changed conditions at the Site ("Differing Conditions"). Should Subcontractor encounter Differing Conditions during the progress of the Work, Contractor's attention shall be called to same in writing before such conditions are disturbed.

8.3 Within two-thirds of the time period required by the Contract Documents or seven (7) calendar days of a change in the Work or discovery of a Differing Condition, whichever is the shorter period of time, Subcontractor shall submit to Contractor a written proposal for the change in the Work or the Differing Condition amply detailed and supported and conforming to the requirements of the Contract Documents and the Subcontract. Subcontractor agrees that it waives all its rights to both price and time adjustments if it fails to submit its written proposal within the required time.

8.4 Subcontractor agrees that adjustments in the Price (including the Subcontractor's costs, if any, caused by changes to the work of others) or the time the Work for changes directed by Owner for the Differing Conditions shall be limited to Subcontractor's portion of the adjustments actually made by Owner under the Contract Documents (less, in the case of price adjustments, any markup or other similar amount allowed by Owner for Contractor's account). When changes are the subject of unit prices under Schedule C, the Price adjustment shall be limited to the amount obtained by applying such unit prices to the number of units allowed by Owner.

8.5 Subcontractor's price quotations for all changes or Differing Conditions shall be based on actual savings or costs. Actual savings and costs will include the following items: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and other charges or fringe benefits required by law, agreement or custom; workmen's compensation insurance; bond premiums actual rent for, or reasonable rental value of Subcontractor owned equipment and machinery; all other costs to be incurred in or as a consequence of the change or Differing Conditions plus allowances for all direct and indirect overhead costs (site, branch and home office); and profit.

8.6 A Change Order to this Subcontract is a written modification of terms of the Subcontract signed by the parties. Once an agreement has been reached with respect to whether Subcontractor is entitled to price or time adjustments as a result of changed work, including deleted work, or Differing Conditions, the agreement shall be reflected in a Change Order.

8.7 The parties agree to attempt to determine the amount of any Price adjustment and the extent of any time adjustment (a) prior to performance of the changed work for a change which adds any work; (b) prior to the deletion for a change which only deletes work; and (c) promptly after the discovery of Differing Conditions for Differing Conditions. Subcontractor, however, will promptly proceed with changes (whether additions or deletions) and with the Work despite Differing Conditions when directed to do so in writing by Contractor even if Subcontractor and Contractor have not agreed upon price and time adjustments related to the changes or Differing Conditions. In such event, Subcontractor shall maintain records of the actual costs Subcontractor incurred or saved as a result of the changes or as a result of the Differing Conditions and furnish such records to Contractor on a weekly basis. The final adjustment in the Price or time of performance as a result of the changed work or the Differing Conditions will then be determined after final completion of the Work. Subcontractor's failure to comply with a written directive from Contractor to proceed with a change or to proceed with the Work despite Differing Conditions is a material breach of this Subcontract.

8.8 Subcontractor shall not proceed with changed work in any event unless it first receives a written directive from Contractor or a Change Order which covers the changed work has been issued and agreed to. Subcontractor shall not be entitled to either a price or time adjustment if it performs changed work before receiving a written directive or a Change Order from Contractor to perform such changed work.

ARTICLE 9- DISPUTES CONCERNING WORK SCOPE

In the event there is a dispute whether any work is part of the Work, Subcontractor shall proceed with such work as if it were part of the Work on receipt of a written directive to do so from Contractor. Subcontractor shall make the claim, if any, for a Price or time adjustment as if such work were changed work; and if Contractor and Subcontractor cannot reach an agreement with regard to the work in dispute, then the issue shall be resolved through arbitration as provided in Article 29.

ARTICLE 10 - PRICING AND DOCUMENTATION

10.1 General. Subcontractor agrees to comply fully with all federal, state and local laws, ordinances and regulations relating to cost and pricing data (including certification thereof), audit of books and records and certification of claims to the full extent such laws, ordinances and regulations are applicable to the Contractor.

10.2 Price and Cost Data. In addition to and without limiting the obligations imposed in Paragraph 10.1 above, Subcontractor agrees and represents that all cost and pricing data and all data related to requested time adjustments submitted by it in connection with any claim, proposal or request for an addition to or decrease in the Price or for an extension of time (including, without limitation, a request or proposal for a Change Order and/or claims made in arbitration and litigation) shall be accurate and complete, shall accurately represent the actual costs Subcontractor has incurred or saved or reasonably expects to incur or save and shall set forth the adjustment in the Price and extension of time that Subcontractor in good faith believes it should receive.

10.3 Audit. In addition to and without limiting the obligation assumed in Paragraph 10.1 above, Subcontractor agrees that Contractor has the right to cause the books and records of Subcontractor to be audited by Contractor or an independent auditor selected by Contractor in order to verify the completeness and accuracy of the COST and pricing data submitted by Subcontractor to Contractor in connection with any claim or proposed or requested adjustment to the Price. Contractor shall bear the cost of such audit unless the audit establishes that Subcontractor's cost and pricing data was not complete and accurate, in which case Subcontractor shall bear the cost. The purpose of Paragraph 10.3 is limited to providing the right of audit when necessary to verify the completeness or accuracy of cost and pricing data submitted by Subcontractor in connection with any claim or requested adjustment to the Price.

10.4 Certification of Claims. In addition to and without limiting the obligation assumed in Paragraph 10.1 above, upon written request of Contractor, Subcontractor agrees to cause a responsible, authorized Officer to execute and furnish to Contractor a certificate certifying that any claim submitted by Subcontractor to Contractor is made in good faith, that the supporting data are accurate and complete to the best of Subcontractor's knowledge and belief, and that the price or time adjustments requested accurately reflect the adjustment(s) for which the Subcontractor believes the Contractor and/or Owner is liable.

10.5 Indemnity. In exchange for ten dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, Subcontractor agrees to indemnify and hold Contractor harmless from all costs, expenses (including legal and accounting fees and associated costs), fines, forfeitures, claims and other liabilities that Contractor incurs, in whole or in part, as a result of Subcontractor failing to comply fully with any obligation arising under paragraphs 10.1, 10.2, 10.3 or 10.4 above.

ARTICLE 11- BONDS

11.1 If so indicated on page 1 hereof, Subcontractor shall furnish, within ten (10 calendar days of the date of the Subcontract, at its expense, separate performance and labor and material payment bonds, each in an amount equal to the Price, on Contractor's standard forms and with a surety or sureties satisfactory to Contractor.

11.2 No payment shall be made to Subcontractor for work performed pursuant to this Subcontract until the required payment and performance bonds have been delivered to Contractor. Provided, in the event the Subcontractor cannot provide the Contractor with the required payment and performance bonds, Contractor may elect, without waiving the right to insist upon such bonds at any time, to permit the Subcontractor to proceed without bonds. If Contractor subsequently elects to insist on bonds, and

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Subcontractor either refuses to or cannot provide payment and performance bonds, then Contractor shall have the right to terminate subcontractor's right to proceed under this Subcontract in accordance with Paragraph 27.2 and to pursue any and all other remedies available to Contractor.

11.3 Subcontractor shall furnish an additional and/or substitute performance bond and labor and material payment bond, with a surety or sureties satisfactory to Contractor if:

(a) Any surety upon any bonds furnished with this Subcontract becomes unacceptable to the Contractor.
(b) Any surety fails to furnish reports on its financial condition as may be required by the Contractor.
(c) The Price is increased so that penal sum of any bond becomes inadequate in the sole opinion of the Contractor.

11.4 Contractor has the right, but not an obligation, to require a Consent of Surety for any modification, change or alteration to the Subcontract. Failure of Subcontractor to submit a Consent of Surety within seven (7) calendar days after Contractor requests the consent will constitute a material breach of the Subcontract

11.5 Contractor has the right, but not an obligation, to make final payments, including payment of retainage, by joint check to Subcontractor and Subcontractor's surety.

ARTICLE 12 - INSURANCE

12.1 Before commencing the Work, Subcontractor shall provide and pay for insurance coverage's not less than those specified in Schedule D attached hereto from companies acceptable to Contractor. The limits and types of insurance required by this contract are the minimums required and shall not relieve, reduce or limit the liability of the Subcontractor. Such insurance shall remain in effect for one (1) year after completion of the project. If the Project includes residential property, the insurance provided shall not exclude residential work; such exclusion shall be considered a material breach of this subcontract.

12.2 Subcontractor shall furnish a certificate and the appropriate general liability endorsements, satisfactory to Contractor, from each insurance company providing coverage to Subcontractor. The certificate shall show the required insurance to be in force and state that the insurance will not be cancelled, non-renewed or materially changed except after providing at least thirty (30) days actual, written notice to Contractor or longer if required by the Contract Documents Contractor shall have the right but not the obligation to review all of Subcontractor's insurance policies applicable to the Project

12.3 With respect to the insurance required to be furnished by this agreement, Subcontractor and its sub-subcontractors and their insurers hereby waive all rights of subrogation against the Contractor, the Owner, and their Officers, Agents, and Employees and any other entity(s) or person(s) required by the contract between Contractor and Owner.

12.4 Subcontractor shall immediately advise Contractor, in writing, of the facts and details of every accident and personal injury occurring in connection with the Work and shall make available, if requested by Contractor, a copy of every accident report made to Subcontractor's insurance carrier(s).

12.5 In the event that damage or loss to the Work is covered by any Builder's risk or similar property insurance policy provided by the Contractor or Owner, Subcontractor agrees to pay its pro-rata share of any applicable deductible as the loss to Subcontractor's Work applies to the total 1055.

12.6 Before beginning any work on the project, Subcontractor shall cause Contractor, Owner, Architect, Engineer and their Officers, Agents and Employees and any other entity(s) and or person(s) required by the contract between the Contractor and the Owner, to be named as additional insured's under the Subcontractor's General Liability, Automobile Liability and Excess Liability Policy(s). Subcontractor and its insurer(s) agree that for liabilities and responsibilities assumed by the Subcontractor under this agreement, such policies shall be primary insurance for the Contractor and any other Additional Insured(s) and that the insurance maintained by the Contractor and other Additional Insured's shall be Excess and Non-Contributory. Compliance with this requirement shall be accomplished by endorsement to the policies as specified in Schedule D attached.

ARTICLE 13 - DAMAGES

Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other property owner, rented, or used by Subcontractor, or anyone employed by Subcontractor, in the performance of the Work; and Subcontractor shall maintain such insurance and take such protective action as it deems desirable with respect to such property. Except to the extent of any proceeds received by Contractor for the benefit of Subcontractor under a builders' risk or fire insurance policy, Subcontractor agrees that Contractor shall not be responsible for any loss or damage to the Work. Subcontractor shall take all precautions necessary to protect the Work from loss or damage prior to acceptance of the Work by Owner. Subcontractor shall be responsible for the correction or restoration of any loss of and all damage to the Work occurring prior to acceptance of the Work by Owner and for the correction or restoration of any loss of and all damages to the Work of Contractor or any other subcontractor, resulting from the operations of Subcontractor, or its subcontractors, agents, or employees.

ARTICLE 14 – INDEMNITY

14.1 In exchange for ten dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of the Subcontract, Subcontractor agrees to defend, indemnify and hold harmless Contractor and Owner, and their Officers, directors, agents and employees, separately and severally, from and against any claim, cost, expense, or liability (including attorneys' fees), attributable to bodily injury~ personal injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused in whole or in part by, arising out of, resulting from, or occurring in connection with the performance of the Work by Subcontractor, its subcontractors, or their agents, or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Subcontractor's duty hereunder shall not arise if such injury, sickness disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. Subcontractor's obligation hereunder shall not be limited as to amount or type of damages by the provisions of any worker's compensation act, disability act or other employee benefit act.

14.2 If Owner or any other person or entity asserts a claim or institutes a suit, action or proceeding against Contractor involving the manner or sufficiency of the performance of the Work, Subcontractor shall, upon written request of Contractor, promptly assume the defense of such claim, suit, action or proceeding, at Subcontractor's expense. Subcontractor shall indemnify and save harmless Contractor and its agents and employees, from and against any liability, loss, damage, or expense, including attorneys' fees, arising out of or dated to such claim, suit, action or proceeding in accordance with Paragraph 14.1. Contractor shall also be entitled to recover any attorney's fees or other costs expended in enforcing this indemnification and defense obligation.

14.3 [Reserved].

14.4 Subcontractor expressly agrees that this indemnification, defense and hold harmless agreement is valid as of the date of the subcontract even if the subcontract is not fully executed until after the date of the subcontract and is intended to include, without limitation, all claims, (events, or losses which may have occurred on or after the date of the subcontract regardless of whether the subcontract was fully executed prior to the date of the claim, event, or loss.

ARTICLE 15 - ASSIGMENTS AND SUBCONTRACTS

Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any substantial part of the Work without the prior written consent of Contractor. Subcontractor shall not be relieved of its duties and obligations hereunder by any assignment or subcontract, and Subcontractor shall be and remain fully responsible and liable for the acts and omissions of its assignees and subcontractors, and all persons directly or indirectly employed by them.

ARTICLE 16 - COMPLIANCE

16.1 Subcontractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity' Subcontractor shall defend, indemnify and save harmless Contractor and Owner and their agents and employees from any loss, liability, expense (including attorneys' fees), citations, assessments, fines or penalties resulting from violations of such statutes, ordinances, rules, regulations or orders in connection with the performance of the work.

16.2 Subcontractor warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986, including but not limited to all of its I-9 employer verification provisions, and any future changes to the Act, as all as with any applicable State immigration compliance laws. Subcontractor warrants that it has an I-9 verification policy which it administers uniformly throughout the company. Should Subcontractor ever be made aware of any Notice of Intent to Fine for its employer verification practices, or for a Request for I-9 Inspection by Department of Homeland Security or United States Department of labor, it will, within 5 business days, notify Contractor in writing and will subsequently provide the results of the Notice of Intent to Fine or I-9 inspection process. This obligation applies as well to any compliance notices received from any applicable State authority.

16.3 Subcontractor is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

ARTICLE 17 - SAFETY

17.1 Subcontractor accepts complete responsibility for the health and safety of its employees and its subcontractors' employees, the safe performance of the Work, compliance with safety procedures and policies issued by the Contractor and in the Contract Documents, and compliance with all applicable health and safety laws, including the regulations and standards of the Occupational Safety & Health Act of 1970 ("OSHA"), as amended. Subcontractor shall cooperate with Contractor, Owner and all other contractors and subcontractors in their respective safety programs.

17.2 In the event that Subcontractor or any of its employees or its subcontractors' employees fails to comply with any health and safety requirements or if Contractor deems any part of the Work unsafe, Contractor may require Subcontractor to stop work and/ or remove any non-complying employees. Subcontractor shall not be entitled to any additional time or money as a result of Contractor stopping the Work when the Work was stopped due to Contractor's concern about safety deficiencies.

17.3 Subcontractor shall comply with the safety-related recommendations of insurance companies having an interest in the Project.

17.4 Contractor shall have no duty to monitor Subcontractor's practices or performance of the Work for safety and shall have no duty to stop Subcontractor's unsafe practices or to ensure that Subcontractor's practices and methods of performing the Work are safe.

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17.5 Subcontractor will report the occurrence of serious injury or equipment/property damage to Contractor's Project Manager immediately. In addition, Subcontractor shall submit to the Contractor's Project Manager the following, when applicable, within five (5) working days of the injury or damage: (a) a copy of "Employer's First Report of Injury"; (b) a copy of all property/casualty insurance claim reports; and (c) a copy of all OSHA inspection/citation reports.

17.6 Subcontractor will provide a means of fall protection for all employees working in areas where they are exposed to falls of greater than six feet.

17.7 Prior to starting work, Subcontractor will evaluate its work plan for the project to assess safety hazards which may be encountered and will notify Contractor of its plan for abating safety hazards in its work.

ARTICLE 18 - CLEANING UP

18.1 Subcontractor shall, at its sole cost and expense: (a) keep all areas in which it is working free from Subcontractor's waste materials, packaging and other debris by collecting and removing such debris on a daily basis; (b) at the completion of the Work in an area, make that area "broom-clean"; and (c) prior to final inspection, clean and prepare the Work for acceptance by Owner.

18.2 If Contractor incurs any expenses performing cleanup work for the Subcontractor, Subcontractor will be back charged for such expenses, provided Contractor gave Subcontractor written notice of Subcontractor's failure to comply with its obligation to keep its work areas clean and free of waste materials at least twenty-four (24) hours prior to the time when Contractor performed cleanup work for the Subcontractor. If Contractor performs cleanup work involving more than one subcontractor's work, Contractor's decision on the allocation among subcontractors of cleanup costs incurred by Contractor shall be final and binding on Subcontractor.

ARTICLE19 – TEMPORARY FACILITIES

Temporary facilities and services shall be provided by the Contractor in accordance with schedule E attached hereto.

ARTICLE 20 – QUALITY

Subcontractor shall provide materials and workmanship conforming to the requirements of the Contract Documents. Subcontractor shall provide proper facilities and opportunity at all times for the inspection of the Work by Contractor, Owner, Architect and their representatives. Subcontractor shall, within twenty-four (24) hours after receiving written notice from Contractor, at Subcontractor's sole cost and expense, take down and remove from the Project site all portions of the Work which the Contractor, Owner or Architect have condemned as unsound, improper or as failing in any way to conform to the Contract Documents or this Subcontract and shall replace the same with proper and conforming work. Subcontractor shall be responsible for all work damaged or destroyed in connection with the removal or replacement of condemned work. Contractor's failure to discover and notify Subcontractor of defective or nonconforming work at the time the Work or any portion thereof is performed or completed shall not relieve Subcontractor of responsibility for replacement of the defective or nonconforming work and all damages resulting there from. If the Owner elects to accept defective or nonconforming work, Contractor may require Subcontractor to accept an adjustment in the Price to the extent Owner requires Contractor to do so, and/or furnish an extended warranty.

ARTICLE 21- GUARANTEES

Subcontractor warrants and guarantees the Work to the full extent provided for in the Contract Documents and to the full extent required of Contractor of Subcontractor by the law of the state where the Project is located. Without limiting the foregoing or any other obligation with respect to the Work, Subcontractor shall, at its sole cost and expense, make good any faulty, defective or improper parts of the Work discovered by the Contractor, Architect or Owner within one (1) year from the date of acceptance of the Project or within such longer period as may be required by the Contract Documents or by law.

ARTICLE 22 - SUBMITTALS

22.1 Subcontractor shall promptly prepare or obtain and submit to Contractor all shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports, engineering calculations and submittals ("Submittal") required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. All Submittals shall be submitted so as to permit the Work to be performed in accordance with the Schedule.

22.2 Neither review of nor approval of Submittals by Contractor, Owner or Architect shall relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents or its responsibility for the proper matching of the Work to contiguous work. Subcontractor shall identify each and every variance between any Submittal and the requirements of the Contract Documents at the time of transmission either prominently on the Submittal or specifically in a transmittal letter accompanying the Submittal. No modification, revision or other notation on a Submittal that changes or modifies the Contract Documents shall be valid (even if the drawing or Submittal is approved) unless there is a Change Order issued approving same.

ARTICLE 23- PERFORMANCE

23.1 Subcontractor, in performing the Work, acts as an independent contractor and not as an agent or employee of Contractor. Subcontractor, consistent with the requirements of the Contract Documents, the Subcontract and the Schedule, is free to perform the Work by any appropriate means as it may choose.

23.2 Subcontractor shall notify and obtain the approval of Contractor before the arrival of Subcontractor's forces or delivery of materials and equipment to the Project site, before any substantial change in either the composition or size of its forces, and before leaving the Project site.

ARTICLE 24 - LIENS

Subcontractor agrees to turn the Work over to Contractor free and clear of all liens, claims or encumbrances. Subcontractor shall defend, indemnify and save harmless Contractor, Contractor's sureties and Owner from any lien, encumbrance, claim of lien or suit in connection with a lien or encumbrance filed or maintained by any laborer, material men, subcontractor, or other person directly or indirectly acting for, through or under Subcontractor, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to Contractor or from Contractor to Subcontractor. Without limiting the foregoing, Subcontractor shall cause any such lien, encumbrance or claim of lien to be satisfied, removed or discharged by bond, payment or otherwise within ten (1) days from the date of filing or receipt of notice, whichever is earlier. Failure to do so is a breach of the Subcontract whether the claim of the party filing the lien is valid or not, and Contractor shall be indemnified from all losses and costs, including, without limitation, Owner and Contractor's attorneys' fees, incurred as a result of any such claim or lien and those costs incurred in enforcing the indemnification obligation of Subcontractor.

ARTICLE 25 – PATENTS AND COPYRIGHTS

Subcontractor shall defend, indemnify and save harmless Contractor and Owner from and against any claim, cost, expense or liability (including attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent rights or copyrights in connection with the Work, except to the extent that Owner may have assumed responsibility therefore under the Contract Documents. Subcontractor shall pay all royalties, license fees and similar charges for patented or copyrighted material used in or incorporated in the Work.

ARTICLE 26 - LABOR

26.1 Subcontractor agrees that strikes, slowdowns or similar interruptions or disturbances (including cases where the Subcontractor's employees are engaged in a work stoppage solely as a result of a labor dispute involving Contractor or others and not in any manner involving Subcontractor) shall not excuse Subcontractor from the obligation to perform the Work timely and in accordance with the Schedule; and in such event, Contractor shall be entitled to the rights and remedies provided in Paragraph 27.2. Subcontractor shall maintain and exercise control over all employees engaged in the performance of the Work, and shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly performance of the Work in the opinion of the Contractor.

26.2 Contractor is an equal opportunity employer complying with Title VII of the Civil Rights Act of 1964.

26.3 Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, disability, sex or national origin.

ARTICLE 27 – TERMINATION AND DEFAULT

27.1 Contractor, by written notice, may terminate the Subcontract in whole or in part for Contractor's convenience. In such event, Subcontractor will be compensated for the reasonable cost of all work performed and all materials purchased for the Work prior to the termination including a reasonable profit thereon, plus reasonable out-of-pocket costs of terminating the Work, but shall receive no compensation, profit or overhead for unperformed work or for materials not yet purchased. Regardless of the foregoing, the total sum Subcontractor shall be entitled to be paid in the event of a termination for convenience, including all prior payments to Subcontractor, shall not exceed the Price. Subcontractor shall not be entitled to any other compensation or payment, in the event of a termination for convenience other than as specifically provided in this Paragraph 27.1

27.2 If Subcontractor voluntarily seeks protection of the Federal Bankruptcy Laws or is involuntarily placed in bankruptcy, or if any action is brought against Subcontractor which impairs the ability of Subcontractor to perform its obligations under this Subcontract, or if the Subcontractor makes a general assignment for the benefit of creditors, or if a receiver for Subcontractor is appointed, or if Subcontractor refuses, fails or is unable to supply enough properly skilled workmen or materials to perform the Work according to the Schedule, of if Subcontractor fails to make prompt payments for materials or labor supplied to Subcontractor for the Work, of if Subcontractor disregards laws, ordinances, rules, regulations, or orders of any public authority related to the work, or if Subcontractor otherwise violates any provision of the Contract Documents then Contractor shall have the right to notify Subcontractor, in writing, of Subcontractor's default in performance, and to require that Subcontractor cure such default within seven (7) calendar days after its receipt of such notice, then Contractor may, at its option, without releasing or waiving any other rights and remedies against Subcontractor and Subcontractor's sureties and without prejudice to any other right it may be entitled to under this Subcontract or by law, terminate Subcontractor's right to proceed under this Subcontract by written noticed. Notwithstanding the foregoing notice requirement, Contractor may, in its sole discretion, supplement the forces of Subcontractor to perform a portion of Subcontractor's work upon twenty-four (24) hours notice of Subcontractor, and charge Subcontractor the costs associated with the supplementation if Subcontractor is in default of this Subcontract. After such termination and without further notice, Contractor may enter upon and take possession of all materials, equipment, tools, construction equipment and machinery located on the site, stored off site or located at other facilities of Subcontractor or its subcontractors or vendors and which are allocated to or assigned to the Project or which were purchased for the Project, and Contractor or its designee may complete the Work by whatever method Contractor deems reasonable under the circumstances. In the event of such termination by Contractor, Subcontractor shall not be entitled to any further payment or compensation except as provided in this Paragraph 27.2. In the event the unpaid balance of the Price, after deduction of all claims that Contractor may have against Subcontractor, exceeds the total cost of finishing the Work (including without limitation Contractor's reasonable overhead and profit, the cost of Architect's additional services, attorneys' fees and all other legal costs and all other costs and charges related to the termination or the completion

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

of the Work), such excess shall be paid to Subcontractor upon satisfaction of the conditions for final payment set out in Article 4. In the event the total cost of completing the Work, including Contractor's additional costs and attorney's fees, exceeds the unpaid balance of the Price, Subcontractor and its sureties shall be liable to and shall promptly pay such difference to Contractor.

27.3 If Subcontractor is prevented from working for a period of sixty (60) calendar days under order of any court or other public authority having jurisdiction through no act or fault of the Subcontractor or its agents or employees, or any other persons performing any of the Subcontractor's Work, or as a result of an act of government (such as declaration of national emergency making materials unavailable for Subcontractor's Work), then Subcontractor may terminate this Subcontract and recover from the Contractor payment for all of Subcontractor's Work completed prior to the termination and in place (less the amount of Contractor's claims against Subcontractor, if any), provided nevertheless, that such payment (a) shall include profit and overhead only for the portion of the Work completed and in place; (b) shall be Subcontractor of all of the conditions of Articles 4 and 5, to the extent of the Work completed prior to the termination hereunder. In the event of such termination, Subcontractor shall have no right to any compensation or recovery of any kind, including without limitation, consequential damages, from Contractor except as specifically provided in this Paragraph 27.3.

ARTICLE 28 - INSPECTION, TESTS AND CUTING AND FITTING

28.1 Subcontractor agrees to perform all tests and inspections called for in the Contract Documents and to make provision for inspection and testing by Contractor, Owner or Architect at the Project site or at Subcontractor's facilities to determine whether the Work or materials and equipment or processes used in the Work conform with the Contract Documents. The failure of Contractor, Owner or Architect to inspect, to test or to discover defective workmanship, materials or equipment shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents and shall not prejudice the rights of Contractor, Owner or Architect to reject or require correction of the same.

28.2 Subcontractor shall do all cutting, fitting or patching necessary for the performance of the Subcontract Work. Subcontractor will repair or pay the cost or repair of any damage, including, without limitation, damage to work performed by others, caused by Subcontractor in the performance of the Work.

ARTICLE 29 – CLAIMS AND DISPUTES; ARBITRATION

29.1 The parties hereto intend that all claims of Subcontractor shall be resolved in accordance with the provisions of the Contract Documents and this Subcontract, including Articles 8, 9 and this Article 29, and that Subcontractor's recoveries on its claims, if any, shall be limited to Subcontractor's portion of the relief Contractor receives from Owner as a result of such claims.

29.2 Contractor agrees to make a good faith effort to have Owner honor any just claim presented by Subcontractor. Subcontractor shall be responsible for the prosecution and presentation of any claim against or to Owner and shall pay all expenses of said prosecution or presentation, including without limitation, attorneys' fees. It shall be Subcontractor's obligation to give Contractor adequate notice to ensure that Contractor can give all notices required by the Contract Documents with respect to such claim in a timely manner. In addition to the other provisions of this Subcontract dealing with payment, Change Orders or notice requirements, Subcontractor understands and agrees that Subcontractor waives all right to and has no right to payment for any claim or request for additional compensation of any kind that is submitted more than thirty (30) calendar days after the completion of the Work. Except as provided in Paragraph 29.3 hereof, Subcontractor agrees to be bound by the determination of Owner or Architect with respect to all claims.

29.3 If an appeal or legal proceeding is specifically permitted by the Contract Documents and if requested in writing by Subcontractor, Contractor will, in its name and on Subcontractor's behalf, appeal any decision of Owner or Architect or institute a legal proceeding against the Owner or Architect, then in any such event, the Subcontractor shall be responsible for filing fees, court costs, expert fees and any expenses, arbitration costs and attorneys' fees, attributable thereto (and, if requested, shall make an advance deposit for such costs) and shall render all assistance requested by Contractor. If claims on behalf of other subcontractors are involved in such an appeal or legal proceeding, Subcontractor shall pay only its proportionate share (as determined by the ratio of the face amount of its claim to the total of all claims I of the costs and expenses. Subcontractor shall be bound by the determination rendered on such an appeal or in such legal proceeding and shall be entitled only to is proportionate share of any actual net recovery from Owner, less Contractor's overhead and profit.

29.4 Except as provided in Paragraph 29.5, any claims of Subcontractor that cannot be resolved in accordance with the provisions of the Contract Documents or the Subcontract, shall be finally determined by binding arbitration in accordance with the current Construction Industry Rules of the American Arbitration Association by one or more arbitrators selected in accordance with said Rules. The parties acknowledge that this Subcontract evidences a transaction involving interstate commerce and that this agreement to arbitrate is enforceable under 9 U.S.C. §§ 1, et seq. The place of arbitration shall be selected by the Contractor. Subcontractor shall not stop, hinder or delay the Work in any way during the pendency of arbitration. Should the Contractor through litigation, arbitration, or other means seek enforcement of any of the provisions hereof or seek to protect its interests in any matter arising under this Subcontract, or seek to collect damages for the breach of this contract, or seek to prosecute or defend any suit resulting from this Subcontract, or seek to recover on the performance and payment bond given by the Subcontractor under this contract, the Subcontractor and his surety, jointly and severally, agree to pay Contractor all costs, expenses, and attorneys' fees incurred in the investigation, preparation, and trial or hearing of such matters and otherwise reasonably related thereto.

29.5 Regardless of the agreement to arbitrate set forth in Paragraph 29.4, Subcontractor hereby agrees that upon Contractor's request, Subcontractor will consent to becoming a party to any legal proceeding involving the Project and Subcontractor's work and to the jurisdiction of any court or other forum in which the proceeding is pending. Subcontractor acknowledges that this provision is intended to permit Contractor to cause Subcontractor to be a third party defendant to claims by Owner, other subcontractors or third parties against Contractor.

29.6 Pending final resolution of a claim, including arbitration, unless otherwise agreed in writing, the Subcontractor shall proceed diligently with performance of the Contract and the Contractor shall continue to make payments in accordance with the terms of this Subcontract.

ARTICLE 30 - SUBSTANCE ABUSE POLICY

30.1 Subcontractor agrees to implement Contractor's Substance Abuse Policy contained in Schedule f attached hereto (the "Policy") or a substance abuse control program substantially similar to the Policy. Subcontractor agrees that it will enforce the prohibitions contained in the Policy or its own program, will test for drugs and alcohol pursuant tot the Policy or its own program, and will be responsible for receiving test results from the testing laboratory and administering discipline as required by the Policy or its own program.

30.2 Subcontractor specifically agrees to test its employees for drugs on a random basis as stated in the Policy or pursuant to its own program. As part of this random testing requirement, Subcontractor agrees to test all of its employees on the Project site on the date or dates Contractor selects to test its own employees.

30.3 Contractor agrees to defer to Subcontractor's interpretation of the Policy or its own program as it applies to Subcontractor's employees with regard to matters such as testing (other than random testing) and discipline as long as Subcontractor's interpretation is reasonable and is consistent with the purpose of the Policy to prevent substance abuse by all employees on the Project site.

ARTICLE 31- HAZARDOUS SUBSTANCES

Subcontractor agrees and guarantees that it will not employ any materials in the performance of the Work or install any materials which contain hazardous substances except as permitted by applicable law. Subcontractor further agrees that it will remove (in a manner in accordance with applicable law) any materials which contain hazardous substances and which were installed by Subcontractor in violation of this provision, will replace them with materials that do not contain hazardous substances and will repair any of the Work or the work of others damaged by such removal and replacement. The removal, replacement and repair shall be at Subcontractor's sole expense. Subcontractor also agrees, in exchange for ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, to indemnify and defend Contractor from any and all claims, damages, expenses and liability of any kind relating in any way to Subcontractor's use of or installation of materials containing hazardous substances.

ARTICLE 32 - USE OF CONTRACTOR'S EQUIPMENT

If Subcontractor uses the equipment, machinery, tools or materials of Contractor or other subcontractors or if Contractor performs any of the work for Subcontractor which Subcontractor is required by this Agreement to perform, Subcontractor agrees to defend, indemnify and hold harmless Contractor, its agents and employees against any claims, demands or lawsuits for loss or damage to property or personal injury which may be made against Contractor arising from or related to the use by Subcontractor of the equipment, machinery, tools or materials of Contractor or the performance of Subcontractor's work by Contractor. In addition to the obligations set forth above, Subcontractor agrees to waive all rights to claim against Contractor for any loss, damage or lawsuit incurred by Subcontractor which results from Subcontractor's use of the equipment, machinery, tools or materials of Contractor or from the performance of a portion of Subcontractor's work by Contractor.

ARTICLE 33 - MISCELLANEOUS

33.1 Joint Venture or Partnership. If Subcontractor is a joint venture or partnership, each party to the joint venture or partnership represents and agrees that the person who signs this Subcontract on behalf of Subcontractor is authorized to sign and by signing this Subcontract jointly and severally obligated each of them to all undertakings and obligations set forth in the Subcontract Documents.

33.2 Governing Law. The validity, interpretation and performance of this Subcontract shall be governed by the law of Mississippi, except: (a) If any provision or requirement of this Subcontract or the Contract Documents provides that the law of another state or the law of the federal government is applicable to, controls, governs or determines certain duties, responsibilities, or obligations, including warranty obligations, of a party hereto, or any aspect or portion of this Subcontract, then the other state's law or federal law shall apply to, control, govern or determine those certain duties, responsibilities or obligations of that party or that aspect or portion of this Subcontract; and (b) if the Contract 15 with the federal government or agency or branch thereof, then the Subcontractors' rights to recover from the Contractor for changed work, extra work, Differing Conditions, delay or disruption in the performance of the Work are limited to the Contractor's rights to recover from the federal government or agency or branch thereof under the applicable federal law.

33.3 No Third Party Beneficiaries. This Subcontract is intended solely for the direct benefit of the parties hereto. There are no third party beneficiaries of this Subcontract.

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

33.4 Severability. The provisions of this Subcontract are severable. Should any provision of this Subcontract or any provision of the Contract Documents applicable to Subcontractor be unenforceable, the remaining provisions shall remain valid and binding.

33.5 Non-waiver. The failure by Contractor at any time to enforce or to require strict compliance or performance by Subcontractor with any of the provisions of the Subcontract or Contract Documents shall not constitute a present or future waiver of any such provision and shall not affect or impair in any way Contractor's rights at any time to enforce any such provision or to avail itself of such remedies as it may have for any breach thereof.

33.6 Survival of Terms. The terms of this Subcontract and the Contract Documents shall survive and remain in full force and effect after termination of this Subcontract or completion of the Work.

33.7 Only Written Modification. No changes, modifications, amendments of any of the terms and conditions of this Subcontract or the Contract Documents shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

33.8 Owner Approval. If Owner has the right to object to Subcontractor's selection, this Subcontract shall not be effective until Owner approves Subcontractor.

33.9 Headings. Headings are for convenience of the reader and are not a substantive part of this Subcontract.

33.10 Notice. Any notice required to be given to Subcontractor may be accomplished by mailing or delivering written notice to the address listed for the Subcontractor on page one (1) of this Subcontract. Any notice required to be given to Contractor may be accomplished by mailing or delivering written notice to the address listed for the Contractor on page one (1) of this Subcontract.

33.11 Subcontractor warrants that no statement, representation, inducement or promise, oral or in writing, of any kind by Owner, Contractor or Architect, not expressly made a part of the Contract Documents, has induced Subcontractor to enter into, or been relied upon by Subcontractor in entering into, this Subcontract.

33.12 This Subcontract embodies the entire agreement between the Contractor and Subcontractor. All bids, proposals for or acknowledgements of this Subcontract by Subcontractor, whether written or verbal, which contain any term, condition or provision which purports to modify, conflict with, contradict or add to this Subcontract or the Contract Documents, are void and of no force or effect. All negotiations, proposals or agreements prior to the date of this Subcontract are merged herein and superseded hereby, there being no agreements, warranties, understandings or promises other than those written expressly herein.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the day and year first above written.

CHRIS ALBRITTON CONSTRUCTION CO, INC.
(Contractor)

By: _____

Print: Jonathon Turner

Title: Heavy Construction Manager

Witness: _____

J.L. McCool Contractors, Inc.

By: _____

Print: Richard McCool

Title: President

Witness: _____

License No: 08168-SC

State: Mississippi

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

Subcontractor: J.L. McCool Contractors, Inc.

Subcontract No.: 2211-SC-2211-001

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule A
"The Work"

Inclusions:
Striping Per Attached proposal - Dated 4/13/2022

4" WIDE THERMO EDGE STRIPE (CONT WH)(60 MILS) - (0.460 MI @ 10,000.00 -$4,600.00)
4" WIDE THERMO TFC STRIPE (CONT YEL)(90MILS) - (2,462.54 LF@ 2.00 - $4,925.08)
MOBILIZATION - (1 LS @ 5,500.00 - $5,500.00)
TOTAL $15,025.08

(DETOUR ROAD ABSORBED STRIPING)

4" TEMP TFC STRIPE (CONT WH) -(2,800.00 LF @ 0.25 - $700.00)
4" TEMP TFC STRIPE (CONT YEL) -(2,800.00 LF @ 0.25 - $700.00)
MOBLIZATION -(1 LS @ 5,500.00 - $ 5,500.00)
TOTAL $6,900.00

TOTAL AMOUNT $21,925.08

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Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

Highway Striping Specialists

- Thermoplastic
- Paint
- Traffic Control
- Pavement Markers

J.L. McCOOL CONTRACTORS, INC.
P.O. Box 1765, Pascagoula, MS 39568-1765
11700 Hwy 613, Moss Point, MS 39562
e-mail: info@jlmccool.com
Phone (228) 769-9771 • Fax (228) 769-9773

PROPOSAL

PROPOSAL SUBMITTED TO: | PHONE: | DATE: 4/13/2022
STREET: | JOB NAME: SAP-23(30)
CITY, STATE AND ZIP CODE: | JOB LOCATION: HANCOCK COUNTY

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR

4" WIDE THERMO EDGE STRIPE (CONT WH)(60 MILS)	0.460	MI	@	10,000.00	$ 4,600.00
4" WIDE THERMO TFC STRIPE (CONT YEL)(90 MILS)	2,462.54	LF	@	2.00	$ 4,925.08
MOBILIZATION	1	LS	@	5,500.00	$ 5,500.00
			TOTAL		$ 15,025.08

(DETOUR RD ABSORBED STRIPING)					
4" TEMP TFC STRIPE (CONT WH)	2,800	LF	@	0.25	$ 700.00
4" TEMP TFC STRIPE (CONT YEL)	2,800	LF	@	0.25	$ 700.00
MOBILIZATION	1	LS	@	5,500.00	$ 5,500.00
			TOTAL		$ 6,900.00

REVISED

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

TWENTY ONE THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS & 08/100 dollars $ 21,925.08

Payment to be made as follows:

30 Days Completion Date

Proposal Includes Prorated Share of Taxes and Bonds.

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 covered by adequate Workmen's Compensation Insurance.

Authorized signature

Acceptance signature

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

Subcontractor: J.L. McCool Contractors, Inc. Subcontract No.: 2211-SC-2211-001

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule B
"Contract Documents"

Compton Engineering, Inc. Plans and Specifications - Addenda 1 & 2

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

Subcontractor: J.L. McCool Contractors, Inc.

Subcontract No.: 2211-SC-2211-001

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule C
"Unit Prices & Allowance"

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

Subcontractor: J.L. McCool Contractors, Inc. Subcontract No.: 2211-SC-2211-001

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule D
"Insurance"

1. Required Coverage
   a. Commercial General Liability

To include:

1. Coverage on an "occurrence basis"
2. Aggregate Limits of Insurance on a "per project" basis
3. Coverages for:
   - Premises/Operations
   - Underground, Explosion and Collapse
   - Products/Completed Operations - maintained three (3) years after completion of the Work
   - *Broad Form Contractual
   - *Independent Contractors
   - *Broad Form Property Damage
   - *Personal Injury
   - *If the Comprehensive Liability Policy Form is used, the policy must be endorsed to include the Broad Form Comprehensive General Liability Endorsement.

b. Automobile Liability
Comprehensive Automobile Liability policy covering all Owned, Hired and Non-Owned All.

c. Excess Liability - Umbrella Form (on an "occurrence basis")

d. Worker's Compensation and Employer's Liability
To include:
Statutory Coverage - State of Operations
United States Longshoreman and Harbor Workers Act Endorsement - If required
Voluntary Compensation Endorsement - "If Any" Basis

2. Limits

General Liability	$2,000,000 General Aggregate - per project $1,000,000 Each Occurrence $2,000,000 Products/Completed Operations Aggregate $1,000,000 Personal and Advertising Injury $50,000 Fire Damage (anyone fire) $5,000 Medical Expense (anyone person)
Automobile Liability	$1,000,000 Combined Single Limit Bodily Injury and Property Damage
Excess Liability	$2,000,000 Combined Single Limit Bodily Injury and Property Damage
Worker's Compensation Statutory Limits	
Employer's Liability	$100,000 Each Accident $500,000 Disease - Policy Limit $100,000 Disease - Each Employee

3. Certificates of Insurance
The Certificate of Insurance will verify that:

a. The Contractor and Owner (and the Architect and Engineer if required by the Contract Documents) and their Officers, Agents and Employees are named as Additional Insured on the General Liability, Auto Liability and Excess Liability policies. The policy shall also provide for Completed Operations coverage for one (1) year after completion of the Project. This will be accomplished by Endorsement to the policies. For the General Liability policy, endorsements CG; 20-10-07-04 and CG 20-37-07-04 or their equivalents must be used. The Excess Policy must provide "Follow Form" coverage to this endorsement.

b. No policy will be cancelled, non-renewed or materially changed to the detriment of an Additional Insured unless thirty (30) days actual, written notification is given to the Certificate Holder. The policies shall not contain exclusions for residential work.

c. The insurance provided to the Additional Insured for Liabilities and Responsibilities assumed by the Subcontractor under the Subcontract will be primary and any other insurance maintained by the Additional Insureds shall be Excess and Noncontributory.

d. Under the General Liability policy, the General Aggregate applies on a "per project" basis.

e. Subcontractor and its Insurance Providers have waived all Rights of Subrogation against the Contractor and its Officers, Agents and Employees.

f. Subcontractor and its Insurance Providers have waived all Rights of Subrogation against the Owner and others as required by the Contract Documents between the Contractor and the Owner.

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

Subcontractor: J.L. McCool Contractors, Inc. Subcontract No.: 2211-SC-2211-001

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule E
"Temporary Facilities And Services Provided By The Cotnractor"

Job Water	No
Temporary Toilets	Yes
Drinking Water	No
Material Hoisting	No
Temporary Power	No
Trash Disposal Dumpster	Yes

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

Subcontractor: J.L. McCool Contractors, Inc. Subcontract No.: 2211-SC-2211-001

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule F
"Substance Abuse Policy"

I. Statement Of Policy

Contractor, hereinafter referred to as "Chris Albritton Construction Co., Inc.", is committed to the highest standards of safety, integrity, and professionalism in its work and cannot condone substance abuse by its employees. The nature of Chris Albritton Construction Co., Inc. work mandates behavior that inspires the highest degree of confidence by its clients and the public. The use of illegal drugs and abuse of other controlled substances, on or off duty, is inconsistent with law abiding behavior, a threat to the safety of others, and has a detrimental effect on job performance and quality. The substance abuse policy, hereinafter referred to as the "Policy", is intended to create and maintain a workplace free of drug and alcohol
abuse.

Under this Policy, the use of illegal drugs is prohibited, whether taken on or off the job. The same is true for legal drugs which are not taken in accordance with a doctor's prescription. Employees reporting to work with drugs in their systems, without appropriate prescriptions, will be considered to be in violation of this Policy and subject to the discipline described herein. The use of alcohol on the job or the reporting to work under the influence of alcohol likewise is a violation of this Policy. As described in this Policy, Chris Albritton Construction Co., INC., will test all of its employees for the presence of controlled substances to ensure compliance with this Policy. Violators are subject to suspension and discharge.

The possession or sale of controlled substances on the job, including alcohol, is prohibited under this Policy. Chris Albritton Construction Co., INC.'s employees are subject to searches and investigations to secure compliance with this aspect of the Policy. Violators will be discharged.

It is not Chris Albritton Construction Co., INC.'s intent to harass or to interfere unduly with the personal lives of its employees. Hopefully, with everyone's cooperation this Policy will be regarded as an effective means to address substance abuse on the job and provide a better and safer working environment for all.

II. Rules Regarding Employees

Employees will be subject to the discipline described in the Policy for:

The use or possession of alcohol on premises, except at approved social functions;
The on-premises use (except for the proper use of prescribed drugs), manufacture, distribution, dispensing, possession, sale, or purchase of any controlled drug or the abuse of any drug;

The failure to report to Chris Albritton Construction Co., INC., within five (5) days, any drug-related conviction, including a "guilty" or "nolo contendere" plea;The conviction (including "guilty" or "nolo contendere" Plea) of any criminal drug offenses;

The failure or refusal to cooperate with any aspect of this Policy including the refusal to sign forms consenting to drug testing, the refusal to provide a urine or blood sample for testing, or the refusal to cooperate in any other way with a drug test;
Reporting to work with the presence of controlled substances, without a prescription, in the system as shown by a positive test for alcohol or unauthorized drugs.
Employees should understand that a positive drug test is not a necessary prerequisite to discipline if this Policy or any other Chris Albritton Construction Co., INC. work rule has been violated.

Employees include all executive, managerial, administrative, clerical, marketing, shop, technical, and craft workers, whether skilled, semiskilled, or unskilled.

III. Rules Regarding Applicants

Applicants for employment at Chris Albritton Construction Co., INC. are expected to be free from any controlled substances upon reporting for work. Each applicant must pass a drug test in order to be employed by Chris Albritton Construction Co., INC. Each employee of Chris Albritton Construction Co., INC. will be subject to all aspects of Chris Albritton Construction Co., INC.'s Policy, including its random and post-accident testing provisions.

New employees should advise their supervisor upon hiring of any prescription medications to be used in the workspace. The employee should advise the name and dosage of the medication and the name of the prescribing doctor. The same is true for prescriptions following hire. The supervisor should be advised of any warnings or precautions the employee receives from the doctor or other sources. The supervisor also should be advised of the medication's current effect on the employee as well as any previous effects experienced by the employee. A form will be available for these purposes.

IV. Grounds For Drug & Alcohol Testing

All employees are subject to an unannounced random drug test at least one time each year.

All employees are subject to testing if they are involved in a work-related accident which requires medical attention by a doctor.

All employees are subject to testing ~'for cause." "For cause" includes an employee's display of erratic behavior, decline in job performance, unexplained peaks and valleys in job performance, certain physical signs, actions, safety disregard, absenteeism, or another reasonable basis for suspecting a violation of the Policy.

V. Testing Procedures

A. Employees will be required to execute Chris Albritton Construction Co., INC.'s consent forms.
B. Employees will be required to fill in chain of custody forms provided by the testing laboratory.
C. Employees must disclose all drugs whether prescribed or not, which they have or are taking, on their chain of custody form.
D. Employees tested on the jobsite will submit urine and/or blood samples to designated Chris Albritton Construction Co., INC. personnel or to employees from the testing facility. Employees either will be required to submit such specimens in the presence of a witness or follow other such security measures to ensure the integrity of the sample.

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

Subcontractor: J.L. McCool Contractors, Inc. Subcontract No.: 2211-SC-2211-001

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

E. Employees tested away from the jobsite, such as a clinic following an accident, will be required to follow these same procedures with the clinic's personnel.
F. Test results will be sent to the corporate offices in Birmingham, Alabama. The reports will be delivered to a selected contact person at the corporate office. The reports then will be opened only by one of the General Superintendents, a Division Manager, or an Officer of the company. Positive test results will be communicated to the project superintendent or other suitable manager only. This person will advise the employee of the test results and the action to be taken. This will be done verbally in a private setting. A Confidential certified letter from one of the General Superintendents, a Division Manager, or an Officer of the company will follow to confirm the conversation with the project superintendent or other suitable manager.

VI. Discipline

An employee testing positive for an unauthorized controlled substance, as determined by the testing laboratory's testing thresholds after a confirmatory test, immediately will be suspended without pay. The suspension shall last for thirty (30) days. At the conclusion of the 3D-day period, the employee may be reinstated, if the employee's position still exists, if he or she tests negative on a drug screen obtained by Chris Albritton Construction Co., Inc's testing laboratory. The cost of the second drug screen will be paid by the employee tested. Reinstatement under this provision does not change the employee's status as an employee-at-will subject to discharge at any time.

Following the reinstatement of an employee returning to work after a drug-related suspension, that employee will be subject to unannounced random testing, up to one time each six months, for a period of one year and random test thereafter. A second positive test at any time will result in immediate and permanent discharge.

Testing under this aspect of the Policy does not insulate the employee from testing pursuant to one of the Policy's other testing provisions. Any employee who refuses to submit a urine or blood sample for testing under this Policy, or who refuses to execute the necessary paperwork~ or who fails to disclose ingested drugs, or otherwise fails to cooperate with a drug test will be discharged.

VI. Confidentiality

Positive test results will not be communicated to any company employee other than those designated herein. Except when necessary in litigation involving Chris Albritton Construction Co., Inc. or by order of a court of competent jurisdiction, results will not be communicated to any person outside of the company without the express written consent of the employee involved. Result reports will be maintained by the personnel office in a secured filing system separate from the employee's personnel files.

VI. Search Procedures & Discipline

A. Searches will be conducted, with or without cause, to detect unauthorized substances, including alcohol or drug paraphernalia, at any time.
Searches will be conducted only in the presence of two witnesses, one of whom must be from management above the foreman level. If the person to be searched is a female, one, and preferably both, witnesses should be female. Searches will be conducted as privately as possible. Food items will not be touched. Employees will be asked to pen their coats, remove hats, or lift pants legs to inspect boots. No one will be searched forcibly. Employees will he asked to empty pockets and turn them inside out. Employees shall not be touched or patted to determine pocket contents. If locks are cut in the search of desk, lockers, large tool boxes, etc, the person conducting the search should he prepared to replace them immediately after completing the search and give the key to the employee. Those who object to the searches or who refuse to cooperate will be told that submission to such a search is a condition of employment and that failure to cooperate will result in discharge. If an employee continues to refuse to cooperate, the search will be terminated, and the refusal reported to one of the General Superintendents,
Division Managers, or Officers.
B. Employees found with illegal substances, controlled substances without a prescription, alcohol, drug paraphernalia, or other such items in their possession, whether on their person or in a vehicle or container of any sort under their control, will be discharged.

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

CERTIFICATION

To: CHRIS ALBRITTON CONSTRUCTION COMPANY INC.
From: J.L. McCool Contractors, Inc.
11700 Hwy 613
Moss Point , Mississippi 39562

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Listed below are all material supplier and "second tier" subcontractors that we will use for the referenced project:

I. Items committed to date:

NAME (VENDOR/SUBCONTRACTOR)	ITEM (MATERIAL, ETC)	TOTAL VENDOR AMOUNT (over $5,000.00)

II. Items not committed to date:

NAME (VENDOR/SUBCONTRACTOR)	ITEM (MATERIAL, ETC)	TOTAL VENDOR AMOUNT (over $5,000.00)
	Items (Material, Etc) 2	

Witness: _____

By: _____

(Corporate Seal)

Its: _____

Date: _____

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

SUBCONTRACTOR WORKPLACE CHEMICAL LIST

SUBCONTRACTOR: J.L. McCool Contractors, Inc.

FEDERAL TAX I.D. NO.:

PROJECT: Kiln-Delisle Road Bridge

PROJECT LOCATION: Kiln Delisle Road , Pass Christian , Mississippi 39571

GENERAL DESCRIPTION OF WORK: Construction of 0.232 miles of Bridge Replacement and Approaches on the Kiln-Delisle Road - Project No. SAP-23 (30)

In addition to completing and returning this Workplace Chemical List, Subcontractor shall have available at the jobsite a copy of Subcontractor's Hazardous Communication Program naming the person responsible for implementing the program. There shall be a Workplace Chemical List, complete with Material Safety Data Sheet, for each product used available at the jobsite. Subcontractor is responsible for training its employees in the safe use of all hazardous materials.

CHEMICAL/SUBSTANCE NAME	CHEMICAL ABSTRACTS SERVICES (CAS) NO.	COMMON OR TRADE NAME(S) (LABEL IDENTITY)	WORK AREA WHERE CHEMICAL IS USED OR STORED

This Form Must Be Completed And Returned With The Signed Subcontract

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

Subcontract No.: 2211-SC-2211-001

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Subcontractor: J.L. McCool Contractors, Inc.

Street Address 11700 Hwy 613, Moss Point , Mississippi 39562

Project: Kiln-Delisle Road Bridge

Payment Request No.: _____ Date: _____

Payment Period Ending: _____

1. Original Contract Amount $ _____
2. Approved Change Order Nos. _____ Thru ___ _____ $ _____
3. Adjusted Contract Amount $ _____
4. Value of Work Completed to Date (As per schedule of values below) $ _____
5. Materials Stored (As per breakdown below) $ _____
6. TOTAL COMPLETED AND STORED TO DATE $ _____
7. Less Amount Retained (_____%) $ _____
8. Subtotal $ _____
9. Less Owner Purchases (Transmittals Through No._____) $ _____
10. Less Previous Payments $ _____
11. AMOUNT DUE THIS REQUEST $ _____

Schedule Of Values

DESCRIPTION	VALUE	PREVIOUSLY COMPLETE $	THIS APPLICATION $	COMPLETED TO DATE %
TOTALS				

Interim Release Of Lien And General Release Attached To This Form Must Be Completed Before Payment Application Will Be Processed.

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

MATERIALS STORED

DESCRIPTION	STORED MAT'S BEGINNING PERIOD $	REC'D THIS PERIOD	INSTALLED THIS PERIOD	STORED MATERIAL AT END OF PERIOD
TOTALS				

Subcontractor's Partial Release Of Lien And General Release

Know All Men By These Presents, That Whereas, _____, ("Subcontractor"), a _____, having its principal offices at _____ and Chris Albritton Construction Co., Inc., ("Contractor"), a Mississippi Corporation have hereto entered into a certain Subcontract (the "Subcontract") dated _____, _____, relating to the furnishing of materials, labor and/or equipment for the construction of _____ (description of Subcontractor's work) in connection with a contract between Contractor and _____ ("Owner") for Owner's _____ (the "Project"), located at _____.

NOW THEREFORE, having first been duly sworn and upon receipt of and in consideration of payment of the sum of _____ Dollars ($ _____), to be paid by Contractor to Subcontractor, which sum represents the full amount due to Subcontractor as of _____, _____ ("Release Date") less and except that retention in the amount of _____ Dollars ($_____) still being withheld by the Contractor, all under and pursuant to the Subcontract, Subcontractor does hereby:

1. Certify and represent to Contractor and Owner that all persons, firms, associations, corporations or other entities who have furnished labor, materials, stored materials, equipment or supplies to, for, or on behalf of Subcontractor in connection with the Subcontractor's performance or obligations related to the Project have been paid in full as of the Release Date, including any and all applicable taxes, duties, license fees and royalties, except the following (none unless noted):

(ATTACH ADDITIONAL PAGE, IF NECESSARY, AND SO NOTE)

2. Release and waive any and all liens which Subcontractor, its affiliates, successors or assigns have or may have upon any portion of the Project or the land of Owner or the buildings thereon, for labor, materials, stored materials, supplies or equipment furnished by, for, or on behalf of Subcontractor prior to the Release Date;

3. Release and forever discharge Contractor and Owner, and their affiliates, successors and assigns, from any and all claims, demands and causes of action of any kind which Subcontractor or its affiliates, successors or assigns have or may have in the future arising out of anything which has occurred or failed to occur prior to Release Date in connection with the Project or labor, material, stored materials, equipment or supplies furnished by Subcontractor, except the following (none unless noted):

(ATTACH ADDITIONAL PAGE, IF NECESSARY, AND SO NOTE)

4. Certify and represent that no portion of the Project, the land of the Owner, or any buildings thereon, can be made subject of any valid lien by any person or entity which has furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of Subcontractor for use in connection with the Project, and agrees to indemnify and hold harmless Contractor and Owner, and their affiliates, successors and assigns, from all loss, cost, damage or expense (including, without limitation, attorneys' fees) arising from any liens, claims or demands of any person or entity which has furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of the Subcontractor in connection with the Subcontractor's performance or obligations related to the Project;

5. Certify and represent that the information presented above accurately reports the status of materials, if any, stored in connection with the Project by, for, or on behalf of Subcontractor; and

6. Certify and represent that the person signing on behalf of Subcontractor has authority to bind and obligate the Subcontractor hereto.

IN WITNESS WHEREOF, Subcontractor has caused this Partial Release of Lien and General Release to be executed by its duly authorized owner, partner, agent or Officer on the _____day of _____, _____.

_____
(Name Of Subcontractor)

STATE OF _____ By: _____

COUNTY OF _____ Its: _____

Sworn to before me this_____ day of _____, _____

My Commission Expires: Notary Public (Notarial Seal)

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

JLMCCOO-01 TCOOPER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Terry Cooper, CIC, CISR, CPIW, PIAM	
Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	PHONE (A/C, No, Ext): (601) 960-8285	FAX (A/C, No): (601) 208-3085
	E-MAIL ADDRESS: tcooper@fbbins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Brierfield Insurance Company	10993
INSURER B : AmFed National Insurance Co.	11208
INSURER C : Colony Specialty Ins Company	36927
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

J. L. McCool Contractors, Inc.
P.O. Box 1765
Pascagoula, MS 39568-1765

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	X	X	CPP10005054803	7/27/2021	7/27/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	CA10000429206	7/27/2021	7/27/2022	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	UMB10001610505	7/27/2021	7/27/2022	AGGREGATE	$ 2,000,000
	DED [X] RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [Y]	N/A	X	WC1226010138	7/1/2022	7/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Equipment Floater			IM2560670	7/27/2021	7/27/2022	Leased & Rented	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: SAP-23(30) Kiln-Delisle Road Bridge, Kiln Delisle Road, Pass Christian, MS 39571
Certificate holder is recognized as additional insured respects to general liability and automobile liability on a primary and noncontributory basis as required by written contract subject to policy conditions. A waiver of subrogation in favor of certificate holder applies respects to general liability, automobile liability and workers compensation as required by written contract subject to policy conditions. Umbrella is Follow Form. Thirty day notice of cancellation applies except ten days for non-payment of premium.

CERTIFICATE HOLDER: Chris Albritton Construction Company, Inc.; the Owner; the Architect and Engineer if required by the Contract Documents.

CERTIFICATE HOLDER

Chris Albritton Construction Company, Inc.
2100 Bush Dairy Road
Laurel, MS 39443

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)
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Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

Highway Striping Specialists

- Thermoplastic
- Paint
- Traffic Control
- Pavement Markers

J.L. McCOOL CONTRACTORS, INC.
P.O. Box 1765, Pascagoula, MS 39568-1765
11700 Hwy 613, Moss Point, MS 39562
e-mail: info@jlmccool.com
Phone (228) 769-9771 • Fax (228) 769-9773

TO: ALL EMPLOYEES

SUBJECT: COMPANY EQUAL OPPORTUNITY POLICY

It will continue to be the policy of this company not to discriminate against any applicant for employment or any employee because of race, color, religion, national origin, handicap, age or sex. We will take affirmative action to ensure that this policy is implemented particularly with regard to employment upgrading, demotion, transfer, recruitment, and recruitment advertising, layoff and termination, compensation, training, and working conditions.

We will continue to make it understood by the employment entities with whom we deal and in our employment opportunity announcements that the foregoing is our policy, and that applicants and employees will continue to be compensated, trained, advanced, demoted, terminated, hired, and transferred solely on the basis of their skill, devotion, loyalty, honesty, reliability and integrity.

All present employees are requested to encourage minorities, women, Veterans of the Vietnam Era and qualified handicapped persons to make application for employment with this company or to apply for training under the approved Road Builders' On-The-Job training Program currently utilized by this company.

It is the Policy of this company that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

Any Complaint of alleged discrimination, by this company, its supervisors or employees, or any person or organization action on behalf of the company should immediately be called to the attention of the Company EEO Department.

Company EEO Officer: RICHARD MCCOOL

Company EEO Supervisor: RICHARD MCCOOL

Project EEO Officer: DREW ADAMS

Project Safety Officer: DREW ADAMS

PROJECT NO. SAP-23(30)

PROJECT LOCATION: HANCOCK COUNTY

DATE: JULY 07,2022

Signature:

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

Attachment: Sub Contract No. 2 J.L. McCool Contractors (11254 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 2)

SUBCONTRACTOR EEV CERTIFICATION

Project No.: SAP-23(30)

County: HANCOCK

Prime Contractor: CHRIS ALBRITTON CONSTRUCTION CO., INC.

Subcontractor: J. L. MCCOOL CONTRACTORS, INC

By executing this Certification, the undersigned Subcontractor verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act", as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission (MTC), Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended) pursuant to the Act, stating affirmatively that the individual, firm, or corporation which is engaged under a contract with Prime Contractor on behalf of the MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the Prime Contractor if the undersigned is no longer registered or participating in the program.

133029

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ 7/7/22

Authorized Officer or Agent — Date

Richard D. McCool — President

Printed Name of Authorized Officer or Agent — Title of Authorized Officer or Agent of Contractor/Consultant

SWORN TO AND SUBSCRIBED before me on this the 07 day of JULY, 2022.

_____

NOTARY PUBLIC

My Commission Expires: SEPT. 02, 2025

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 94073 DIANE MAYFIELD Commission Expires Sept. 2, 2025 JACKSON COUNTY

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security in conjunction with the Social Security Administration.

Form (FAS-S.A.) SC-1
(Submit 6 copies)

Board of Supervisors
Hancock County

Request No. 002
Project No. SAP-23(30)
Date 11/7/22

Office of State Aid Road Construction
Mississippi Department of Transportation

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to J.L. McCool Contractors, Inc

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec. Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
S-621.C	4" Wide Thermo Edge Stripe (White)	0.460	MI	$ 10,000.00	$ 5,428.00
S-621-E-1	4" Wide Thermo Traffic Stripe (Yellow)	2,462.54	LF	$ 2.36	$ 5,811.59
S-618-A	Maintenance of Traffic	1	LS	$ 767,000.00	$ 6,900.00 (Shared)
				$	$
				$	$
				$	$

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.
Date 7/11/22, 20 22

Chris Albritton Construction Company, Inc.
Prime Contractor

By: [signature]

Address: 2100 Bush Dairy Road, Laurel, MS 39443

Approval recommended: 8/9, 20 22

[signature]
County Engineer

Approved: Board of Supervisors Scott Adam
County

(By order of the Board, dated 8/15/2022

By Scotty Adam
President

Approved recommended: _____, 20____

State Aid District Engineer

Total this Request $ 18,139.59 = 0.65 %
Previous Request $ 50,000.00 = 1.81 %
Total to Date $ 68,139.59 = 2.46 %

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date July 7, 20 22

X J.L. McCool Contractors, Inc.
(Sub) Subcontractor

By: [signature]

Address: 11700 Hwy 613 Moss Point, MS 39542

Approved: _____, 2

State Aid Engineer

Approved: _____, 20____

Executive Director, Mississippi Department of Transportation

Revised August 2000

Attachment: Sub-Contractors J.L. McCool Request No. 2 in the amount of $18,139.59 for Kiln Delisle Road Bridge SAP-23(30) - signed (11254 :

CAD-725
Rev. 12-2018

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUB-CONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

Mississippi Department of Transportation
PO Box 1850
Jackson, MS 39215-1850

Project No. SAP-23(30)
County Hancock
(Sub) Subcontract Request No.

I (We) J.L. McCool Contractors Inc. proposed (Sub) Sub-contractor hereby certify that I (We) have X, have not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have X, have not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date July 07, 20 22

J.L. McCool Contractors, Inc.
(Sub) Sub- Contractor

By: _____
Signature

President
Title

NOTE: This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60 - 1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60 - 1.5. (Generally only contracts for subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60 - 1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)

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Chris Albritton CONSTRUCTION CO.

Subcontract No.: 2211-SC-2211-001

Scheduled Start Date:

SUBCONTRACT AGREEMENT

CONTRACTOR:	CHRIS ALBRITTON CONSTRUCTION CO, INC. 2100 Bush Dairy Rd. Laurel, Mississippi 39443-7546 Phone: (601) 425-9100 Fax: (601) 425-3974	("Contractor")
SUBCONTRACTOR:	J.L. McCool Contractors, Inc. 11700 Hwy 613 Moss Point , Mississippi 39562 Phone: (228) 769-9771 Fax: (228) 769-9773 Email: jlmccool@cableone.net	("Subcontractor")
WORK:	Striping	("Work")
PROJECT:	Kiln-Delisle Road Bridge Kiln Delisle Road Pass Christian , Mississippi 39571	("Project")
OWNER:	Hancock Board of Supervisors 3068 Longfellow Drive #3 Bay St. Louis, Mississippi 39520	("Owner")
ARCHITECT ENGINEER:	Compton Engineering, Inc.	("Architect")
SUBCONTRACT DATE:	6/17/2022	("Contract")
SUBCONTRACT PRICE:	$21,925.08 Twenty One Thousand Nine Hundred Twenty Five Dollars & Eight Cents	("Price")
MONTHLY BILING DATE::	20th Of Each Month	("Monthly Billing Date")
MONTHLY BILING MAILED TO: (1 Original 0 Copies)	CHRIS ALBRITTON CONSTRUCTION CO, INC. 2100 Bush Dairy R d. Laurel, Mississippi 39443-7546	
RETAINED PERCENTAGE:	Zero Percent (0.0%)	("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
(The above terms are incorporated by reference and are more fully exphined below.)

On this (6/17/2022) Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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ARTICLE 1 - THE WORK

1.1 Subcontractor shall furnish all labor, supervision, services, materials, equipment, tools, scaffolds, transportation, storage and all other things necessary to perform the work described in Schedule A attached hereto (the "Work"), being a portion of the work required of Contractor under the Contract between Owner and Contractor. The Work shall be performed by Subcontractor strictly in accordance with the Contract Documents, which consist of the Contract and the plans, drawings, specifications addenda and other documents identified in Schedule B attached hereto, and all modifications issued hereafter thereto (the "Contract Documents"). If the Contract requires the Contractor to incorporate specific provisions or requirements in subcontract agreements, Subcontractor agrees that all of those provisions or requirements are incorporated in the Subcontract. Some of these provisions or requirement, along with other provisions, may be incorporated in a Rider attached hereto. The Rider, if any and all provisions and requirements contained therein are part of this Subcontract.

1.2 Contract Documents are available for examination by Subcontractor at the office of Contractor. The Contract made available to Subcontractor will be an unpriced copy. Subcontractor represents and agrees that it has had access to all Contract Documents and has carefully examined and understands the Contract Documents that Subcontractor deems relevant to the Work; has previously notified Contractor in writing of all ambiguities, inconsistencies and omissions, if any, in the Contract Documents that relate to the Work; as adequately investigated the nature and conditions of the Project site and locality; has familiarized itself with conditions affecting the difficulty of the Work; and has entered into this Subcontract based on its own examination, investigation and evaluation and not in reliance upon any opinions of representations of Contractor.

1.3 In the performance of the Work, Subcontractor agrees that, except as expressly otherwise stated in this Subcontract, it is bound to Contractor by the terms and conditions of the Contract Documents and that Subcontractor is obligated and liable to Contractor to the same extent Contractor is obligated and liable to Owner. Subcontractor hereby assumes toward Contractor all of the duties, obligations and responsibilities that Contractor has by the Contract Documents assumed toward the Owner. Subcontractor agrees to be bound by all interpretations, decisions or other written instructions by Owner, Architect, any court, arbitration panel, administrative tribunal or other body relative to any question, interpretation, ambiguity or discrepancy in the Contract Documents in the same manner as Contractor is bound; and Subcontractor agrees to comply with and to perform the Work as required by such interpretations, decisions or other written instructions. If Subcontractor incurs any additional cost, delay or disruption to the Work as a result of any such interpretation, decision or written instruction or as a result of any inadequacy or unsuitability, including without limitation, ambiguity, inconsistency or omission in the Contract Documents, Contractor shall only be obligated to pay additional compensation to Subcontractor or to extend the Subcontractor's time for performance if Contractor receives additional compensation or an extension of time from Owner, and then only to the extent, if any, of Subcontractor's equitable portion of such additional compensation or extension of time.

1.4 The Contract Documents and this Subcontract shall be read and interpreted together. If there is a conflict regarding the scope of the Work, the document requiring the more extensive work shall prevail unless the Contract directs otherwise. Otherwise, this Subcontract shall govern in the event of any conflict between the Contract Documents and Subcontract pertaining to the relationship between Contractor and Subcontractor.

ARTICLE 2 - PRICE

Contractor shall pay to Subcontractor for the satisfactory performance and completion of the Work under this Subcontractor the sum set forth above as the Price, subject to additions and deductions as herein provided. To the extent that the Work or any changes or modifications thereto are to be performed on a unit price basis, the Price shall be computed in accordance with the unit prices set forth in Schedule C based on actual quantities determined in accordance with the Contract Documents and this Subcontract. The Price and all unit prices shown in Schedule C include compensation for all costs, direct and indirect, of Subcontractor's performance of the Work or changes thereto.

ARTICLE 3 – PROGRESS PAYMENTS

3.1 Within the (10) working days of execution of the Subcontract, Subcontractor shall submit to Contractor for approval a detailed schedule showing a cost breakdown of the Price according to the various line items, or parts, of the work (with overhead and profit allocated to each item or part of the Work), for use only as a basis for checking Subcontractor's applications for payment.

3.2 Monthly Billing. On or before each Monthly Billing Date, Subcontractor shall submit to Contractor a progress payment application on Contractor's form. The application shall include the value of the portions of the Work completed, and if the Contract Documents provide for payments for stored materials, the value of the material suitably stored (to the satisfaction of Contractor and Owner) at the Project site or other approved location ("Stored Materials"). Subcontractor shall submit a partial release of lien and general release on Contractor's form with each payment application.

3.3 Payments.Subject to Article 5, within five (5) working days after receiving a progress payment from Owner, Contractor shall make a progress payment to Subcontractor equal to the approved value of the completed portions of the Work and the Stored Materials which were included in the Contractor's billing to Owner, less (a) all previous payment, (b) retainage (and any other reserve or withholding provided for in this Subcontract) and (c) all charges or backcharges for services, materials, equipment and other items furnished or otherwise chargeable by Contractor to Subcontractor. Any estimate or determination made by Owner (or Architect) of the value of the completed portions of the Work or of any deduction or offset for damages to the Work or for changes chargeable by Owner to Contractor on account of the Work, shall be binding on Subcontractor.

ARTICLE 4 - FINAL PAYMENT

4.1 Final billing from Subcontractor, including billing for all Change Orders, shall be submitted to Contractor not later than thirty (30) calendar days after completion of the Work.

4.2 The final payment, consisting of the unpaid balance of the Price, shall be due and payable within thirty (30) calendar days after all the following have occurred: (a) completion of the Work by Subcontractor; (b) acceptance of the Work by Architect and Owner; (c) final payment by Owner to Contractor under the Contract or outstanding claims, obligations, encumbrances or liens for labor, services, materials, equipment, taxes or other items incurred in connection with the Work; (e) delivery of all guarantees, warranties, bonds, instruction manuals, as-built drawings and similar items required of Subcontractor or its suppliers or subcontractors; and (f) delivery of a release of lien and general release on Contractor's form executed by Subcontractor. Contractor agrees that it is not the intent of this Subcontract that Subcontractor would be denied payment for work performed under this Subcontract or a Change Order and performed in full compliance with the Contract Documents because of Owner's refusal to pay Contractor for such work.

ARTICLE 5 - PAYMENT CONDITIONS

5.1 Subcontractor agrees that the payments made by Contractor will be held in trust by Subcontractor to be applied first to the payment of laborers, suppliers, subcontractors and others responsible for the Work and all taxes and insurance applicable thereto; and Subcontractor agrees to so hold and apply the payments from Contractor.

5.2 Contractor shall have the right at all times to contact Subcontractor's subcontractors and suppliers to insure that they are being paid in accordance with the terms of this Subcontract and the terms of their agreements with Subcontractor for labor or materials furnished for use in performing the Work. Subcontractor agrees that Contractor may, at any time, make payments due to Subcontractor by checks jointly payable to Subcontractor and one or more of Subcontractor's subcontractors or suppliers.

5.3 Subcontractor shall, as often as requested by Contractor, furnish all information Contractor requires, including, without limitation, a sworn statement, with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Subcontractor in connection with the Work and all payments made by Subcontractor on account thereof.

5.4 Withholding. In addition to retainage, Contractor may withhold from any progress or final payment all amounts which are reasonably necessary to protect Contractor against all risks, including, without limitation, attorney's fees, if any of the following occur: (i) Subcontractor fails to provide evidence satisfactory to Contractor that each of its subcontractors, suppliers and laborers has been paid for all labor, services, materials, and supplies used in the performance of the Work through the end of the pay period covered by the last progress payment (ii) the Owner reduces a payment to Contractor or backcharges Contractor for reasons attributable to the Work; (iii) a portion of the Work is unacceptable to Contractor, Owner or Architect; (iv) a third party asserts a claim against Contractor arising from the Work or evidence reasonably indicates that such a claim(s) may be filed; (v) the Subcontractor fails to carry out the Work in accordance with the Subcontract; (vi) the Work is not progressing in accordance with or will not be completed within the time allowed by the Schedule; (vii) Subcontractor fails to furnish certificates of insurance in compliance with Article 12 or bonds in compliance with Article 11; (viii) Subcontractor has not executed all contract documents, (ix) certified payrolls, if required, are not current, or (x) Subcontractor has not met its obligations under another subcontract with the Contractor.

5.5 No Payment shall be evidence of the performance or progress of the Work, or constitute or imply acceptance by the Contractor of any portion of the Work. Subcontractor agrees that acceptance of any payment shall constitute a release of the Contractor from all claims, or liability, other than for retainage, for any work, services, materials or equipment performed or furnished or for anything which occurred or which failed to occur during the payment period to which the payment relates. Acceptance of final payment by Subcontractor shall constitute a general release of Contractor, its surety and Owner.

5.6 As a condition precedent to any progress payment, final payment or retainage payment, the Owner must have first paid the Contractor for the progress payment, final payment or retainage payment.

ARTICLE 6 - TIME

6.1 Time is of the essence in the performance of this Subcontract. Subcontractor is aware of the Contract Time (as defined in the Contract Documents) and agrees to take any and all steps necessary to ensure that the Work is performed in such time as to permit Contractor to meet its obligations to Owner in accordance with the schedule for the Project to be prepared by Contractor ("the Schedule"). If Subcontractor fails to maintain the progress required by the Schedule and such failure is Subcontractor's fault, in whole or in part, Subcontractor agrees, at its sole cost and expense, to take whatever actions are necessary to get the Work back on schedule.

6.2 Subcontractor agrees at its sole cost and expense: (a) to submit to Contractor within fourteen (14) calendar days of the date of the Subcontract, a detailed, proposed schedule for the Work for Contractor's use in preparing the Schedule for the Project; (b) to begin the Work upon Contractor's order to do so, (c) to cooperate with Contractor and its other subcontractors and the other contractors, if any; (d) to perform the Work in such sequence as Contractor may direct; (e) when requested, to provide all information required to prepare updates or revisions to the Schedule; and (f) to furnish at all times sufficient and qualified forces and supervision, adequate and conforming materials, equipment, tools and all other things necessary to achieve the progress required by the Schedule. Subcontractor agrees that Contractor has full discretion with regard to

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preparation to the Schedule and updates or revisions thereto during the course of the Project, and that Subcontractor shall perform the Work in accordance with the requirements of the Schedule and all revisions or updates thereto.

6.3 Subcontractor agrees: (a) to order (for manufacturer and/or purchase and delivery) all materials and equipment required for the Work as soon as possible to avoid delays caused by unavailability; (b) to furnish Contractor within thirty (30) calendar days of the date of this Subcontract a list of major materials and equipment required for the Work, showing the name, address and telephone number of the supplier and the dates on which such materials and equipment are expected to be delivered to the Project site; (c) to furnish Contractor, upon demand, a copy of each major purchase order and subcontract (at Subcontractor's option, price information may be deleted) (d) to cause a qualified home office supervisory representative to attend scheduled progress meetings; and (e) to notify Contractor immediately and confirm in writing within forty-eight (48) hours, if Subcontractor finds that any item cannot be delivered as required to maintain the Schedule.

6.4 Damages. Subcontractor represents that it has satisfied itself as to any provision in the Contract Documents concerning liquidated damages, and agrees that in the event liquidated damages are imposed by Owner on Contractor as the result, in whole or in part, of the performance or non-performance of Subcontractor, such liquidated damages (or an appropriate share thereof) will constitute one element of the damages that Contractor shall be entitled to recover from Subcontractor by backcharges or otherwise. In addition, Subcontractor agrees to reimburse Contractor for any loss or damage, including damages that may become due to the Owner under the Contract Documents, and for any extra expense incurred by the Contractor that result from Subcontractor's failure to deliver timely any and all materials or failure to perform timely any and all Work.

ARTICLE 7 – EXTENSION OF TIME

Subcontractor shall be granted an extension of time for delays in the performance of the Work only to the extent an extension is allowed the Contractor by the Owner for performance of the Work; provided, if Subcontractor is delayed by Contractor or other subcontractors of Contractor, and Subcontractor gives the required notice, Subcontractor shall be entitled to an extension of time equal to the delay. Regardless of the cause of the delay, the Subcontractor agrees it shall not be entitled to compensation or damages for any delay (including, without limitation, impact, inefficiency and disruption) in the performance of the Work except to the extent that Contractor shall receive such compensation or damages from Owner or other third party. Subcontractor shall not be entitled to an extension of time or to compensation or damages for any delay unless a written notice of that delay is delivered to Contractor within two-thirds of the time period allowed by the Contract Documents or within seven (7) calendar days of the beginning of the event causing the delay, whichever is the shorter period of time.

ARTICLE 8 - CHANGES

8.1 Without notice to Subcontractor's surety and without invalidating this Subcontract or the surety bonds, Contractor may from time to time, by written directive to Subcontractor, require Subcontractor to make changes in the Work (both additions and deletions), and the changed work shall be part of the Work. Subcontractor shall perform changed work as part of the Work and in accordance with the terms of this Subcontract, when directed to do so in writing by Contractor.

8.2 Subcontractor specifically agrees that it is bound by any and all disclaimers in the Contract Documents that relate to subsurface, latent conditions, differing conditions, unknown conditions or that otherwise deal with changed conditions at the Site ("Differing Conditions"). Should Subcontractor encounter Differing Conditions during the progress of the Work, Contractor's attention shall be called to same in writing before such conditions are disturbed.

8.3 Within two-thirds of the time period required by the Contract Documents or seven (7) calendar days of a change in the Work or discovery of a Differing Condition, whichever is the shorter period of time, Subcontractor shall submit to Contractor a written proposal for the change in the Work or the Differing Condition amply detailed and supported and conforming to the requirements of the Contract Documents and the Subcontract. Subcontractor agrees that it waives all its rights to both price and time adjustments if it fails to submit its written proposal within the required time.

8.4 Subcontractor agrees that adjustments in the Price (including the Subcontractor's costs, if any, caused by changes to the work of others) or the time the Work for changes directed by Owner for the Differing Conditions shall be limited to Subcontractor's portion of the adjustments actually made by Owner under the Contract Documents (less, in the case of price adjustments, any markup or other similar amount allowed by Owner for Contractor's account). When changes are the subject of unit prices under Schedule C, the Price adjustment shall be limited to the amount obtained by applying such unit prices to the number of units allowed by Owner.

8.5 Subcontractor's price quotations for all changes or Differing Conditions shall be based on actual savings or costs. Actual savings and costs will include the following items: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and other charges or fringe benefits required by law, agreement or custom; workmen's compensation insurance; bond premiums actual rent for, or reasonable rental value of Subcontractor owned equipment and machinery; all other costs to be incurred in or as a consequence of the change or Differing Conditions plus allowances for all direct and indirect overhead costs (site, branch and home office); and profit.

8.6 A Change Order to this Subcontract is a written modification of terms of the Subcontract signed by the parties. Once an agreement has been reached with respect to whether Subcontractor is entitled to price or time adjustments as a result of changed work, including deleted work, or Differing Conditions, the agreement shall be reflected in a Change Order.

8.7 The parties agree to attempt to determine the amount of any Price adjustment and the extent of any time adjustment (a) prior to performance of the changed work for a change which adds any work; (b) prior to the deletion for a change which only deletes work; and (c) promptly after the discovery of Differing Conditions for Differing Conditions. Subcontractor, however, will promptly proceed with changes (whether additions or deletions) and with the Work despite Differing Conditions when directed to do so in writing by Contractor even if Subcontractor and Contractor have not agreed upon price and time adjustments related to the changes or Differing Conditions. In such event, Subcontractor shall maintain records of the actual costs Subcontractor incurred or saved as a result of the changes or as a result of the Differing Conditions and furnish such records to Contractor on a weekly basis. The final adjustment in the Price or time of performance as a result of the changed work or the Differing Conditions will then be determined after final completion of the Work. Subcontractor's failure to comply with a written directive from Contractor to proceed with a change or to proceed with the Work despite Differing Conditions is a material breach of this Subcontract.

8.8 Subcontractor shall not proceed with changed work in any event unless it first receives a written directive from Contractor or a Change Order which covers the changed work has been issued and agreed to. Subcontractor shall not be entitled to either a price or time adjustment if it performs changed work before receiving a written directive or a Change Order from Contractor to perform such changed work.

ARTICLE 9- DISPUTES CONCERNING WORK SCOPE

In the event there is a dispute whether any work is part of the Work, Subcontractor shall proceed with such work as if it were part of the Work on receipt of a written directive to do so from Contractor. Subcontractor shall make the claim, if any, for a Price or time adjustment as if such work were changed work; and if Contractor and Subcontractor cannot reach an agreement with regard to the work in dispute, then the issue shall be resolved through arbitration as provided in Article 29.

ARTICLE 10 - PRICING AND DOCUMENTATION

10.1 General. Subcontractor agrees to comply fully with all federal, state and local laws, ordinances and regulations relating to cost and pricing data (including certification thereof), audit of books and records and certification of claims to the full extent such laws, ordinances and regulations are applicable to the Contractor.

10.2 Price and Cost Data. In addition to and without limiting the obligations imposed in Paragraph 10.1 above, Subcontractor agrees and represents that all cost and pricing data and all data related to requested time adjustments submitted by it in connection with any claim, proposal or request for an addition to or decrease in the Price or for an extension of time (including, without limitation, a request or proposal for a Change Order and/or claims made in arbitration and litigation) shall be accurate and complete, shall accurately represent the actual costs Subcontractor has incurred or saved or reasonably expects to incur or save and shall set forth the adjustment in the Price and extension of time that Subcontractor in good faith believes it should receive.

10.3 Audit. In addition to and without limiting the obligation assumed in Paragraph 10.1 above, Subcontractor agrees that Contractor has the right to cause the books and records of Subcontractor to be audited by Contractor or an independent auditor selected by Contractor in order to verify the completeness and accuracy of the COST and pricing data submitted by Subcontractor to Contractor in connection with any claim or proposed or requested adjustment to the Price. Contractor shall bear the cost of such audit unless the audit establishes that Subcontractor's cost and pricing data was not complete and accurate, in which case Subcontractor shall bear the cost. The purpose of Paragraph 10.3 is limited to providing the right of audit when necessary to verify the completeness or accuracy of cost and pricing data submitted by Subcontractor in connection with any claim or requested adjustment to the Price.

10.4 Certification of Claims. In addition to and without limiting the obligation assumed in Paragraph 10.1 above, upon written request of Contractor, Subcontractor agrees to cause a responsible, authorized Officer to execute and furnish to Contractor a certificate certifying that any claim submitted by Subcontractor to Contractor is made in good faith, that the supporting data are accurate and complete to the best of Subcontractor's knowledge and belief, and that the price or time adjustments requested accurately reflect the adjustment(s) for which the Subcontractor believes the Contractor and/or Owner is liable.

10.5 Indemnity. In exchange for ten dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, Subcontractor agrees to indemnify and hold Contractor harmless from all costs, expenses (including legal and accounting fees and associated costs), fines, forfeitures, claims and other liabilities that Contractor incurs, in whole or in part, as a result of Subcontractor failing to comply fully with any obligation arising under paragraphs 10.1, 10.2, 10.3 or 10.4 above.

ARTICLE 11- BONDS

11.1 If so indicated on page 1 hereof, Subcontractor shall furnish, within ten (10 calendar days of the date of the Subcontract, at its expense, separate performance and labor and material payment bonds, each in an amount equal to the Price, on Contractor's standard forms and with a surety or sureties satisfactory to Contractor.

11.2 No payment shall be made to Subcontractor for work performed pursuant to this Subcontract until the required payment and performance bonds have been delivered to Contractor. Provided, in the event the Subcontractor cannot provide the Contractor with the required payment and performance bonds, Contractor may elect, without waiving the right to insist upon such bonds at any time, to permit the Subcontractor to proceed without bonds. If Contractor subsequently elects to insist on bonds, and

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Subcontractor either refuses to or cannot provide payment and performance bonds, then Contractor shall have the right to terminate subcontractor's right to proceed under this Subcontract in accordance with Paragraph 27.2 and to pursue any and all other remedies available to Contractor.

11.3 Subcontractor shall furnish an additional and/or substitute performance bond and labor and material payment bond, with a surety or sureties satisfactory to Contractor if:

(a) Any surety upon any bonds furnished with this Subcontract becomes unacceptable to the Contractor.
(b) Any surety fails to furnish reports on its financial condition as may be required by the Contractor.
(c) The Price is increased so that penal sum of any bond becomes inadequate in the sole opinion of the Contractor.

11.4 Contractor has the right, but not an obligation, to require a Consent of Surety for any modification, change or alteration to the Subcontract. Failure of Subcontractor to submit a Consent of Surety within seven (7) calendar days after Contractor requests the consent will constitute a material breach of the Subcontract

11.5 Contractor has the right, but not an obligation, to make final payments, including payment of retainage, by joint check to Subcontractor and Subcontractor's surety.

ARTICLE 12 - INSURANCE

12.1 Before commencing the Work, Subcontractor shall provide and pay for insurance coverage's not less than those specified in Schedule D attached hereto from companies acceptable to Contractor. The limits and types of insurance required by this contract are the minimums required and shall not relieve, reduce or limit the liability of the Subcontractor. Such insurance shall remain in effect for one (1) year after completion of the project. If the Project includes residential property, the insurance provided shall not exclude residential work; such exclusion shall be considered a material breach of this subcontract.

12.2 Subcontractor shall furnish a certificate and the appropriate general liability endorsements, satisfactory to Contractor, from each insurance company providing coverage to Subcontractor. The certificate shall show the required insurance to be in force and state that the insurance will not be cancelled, non-renewed or materially changed except after providing at least thirty (30) days actual, written notice to Contractor or longer if required by the Contract Documents. Contractor shall have the right but not the obligation to review all of Subcontractor's insurance policies applicable to the Project.

12.3 With respect to the insurance required to be furnished by this agreement, Subcontractor and its sub-subcontractors and their insurers hereby waive all rights of subrogation against the Contractor, the Owner, and their Officers, Agents, and Employees and any other entity(s) or person(s) required by the contract between Contractor and Owner.

12.4 Subcontractor shall immediately advise Contractor, in writing, of the facts and details of every accident and personal injury occurring in connection with the Work and shall make available, if requested by Contractor, a copy of every accident report made to Subcontractor's insurance carrier(s).

12.5 In the event that damage or loss to the Work is covered by any Builder's risk or similar property insurance policy provided by the Contractor or Owner, Subcontractor agrees to pay its pro-rata share of any applicable deductible as the loss to Subcontractor's Work applies to the total 1055.

12.6 Before beginning any work on the project, Subcontractor shall cause Contractor, Owner, Architect, Engineer and their Officers, Agents and Employees and any other entity(s) and or person(s) required by the contract between the Contractor and the Owner, to be named as additional insured's under the Subcontractor's General Liability, Automobile Liability and Excess Liability Policy(s). Subcontractor and its insurer(s) agree that for liabilities and responsibilities assumed by the Subcontractor under this agreement, such policies shall be primary insurance for the Contractor and any other Additional Insured(s) and that the insurance maintained by the Contractor and other Additional Insured's shall be Excess and Non-Contributory. Compliance with this requirement shall be accomplished by endorsement to the policies as specified in Schedule D attached.

ARTICLE 13 - DAMAGES

Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other property owner, rented, or used by Subcontractor, or anyone employed by Subcontractor, in the performance of the Work; and Subcontractor shall maintain such insurance and take such protective action as it deems desirable with respect to such property. Except to the extent of any proceeds received by Contractor for the benefit of Subcontractor under a builders' risk or fire insurance policy, Subcontractor agrees that Contractor shall not be responsible for any loss or damage to the Work. Subcontractor shall take all precautions necessary to protect the Work from loss or damage prior to acceptance of the Work by Owner. Subcontractor shall be responsible for the correction or restoration of any loss of and all damage to the Work occurring prior to acceptance of the Work by Owner and for the correction or restoration of any loss of and all damages to the Work of Contractor or any other subcontractor, resulting from the operations of Subcontractor, or its subcontractors, agents, or employees.

ARTICLE 14 – INDEMNITY

14.1 In exchange for ten dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of the Subcontract, Subcontractor agrees to defend, indemnify and hold harmless Contractor and Owner, and their Officers, directors, agents and employees, separately and severally, from and against any claim, cost, expense, or liability (including attorneys' fees), attributable to bodily injury~ personal injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused in whole or in part by, arising out of, resulting from, or occurring in connection with the performance of the Work by Subcontractor, its subcontractors, or their agents, or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Subcontractor's duty hereunder shall not arise if such injury, sickness disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. Subcontractor's obligation hereunder shall not be limited as to amount or type of damages by the provisions of any worker's compensation act, disability act or other employee benefit act.

14.2 If Owner or any other person or entity asserts a claim or institutes a suit, action or proceeding against Contractor involving the manner or sufficiency of the performance of the Work, Subcontractor shall, upon written request of Contractor, promptly assume the defense of such claim, suit, action or proceeding, at Subcontractor's expense. Subcontractor shall indemnify and save harmless Contractor and its agents and employees, from and against any liability, loss, damage, or expense, including attorneys' fees, arising out of or dated to such claim, suit, action or proceeding in accordance with Paragraph 14.1. Contractor shall also be entitled to recover any attorney's fees or other costs expended in enforcing this indemnification and defense obligation.

14.3 [Reserved].

14.4 Subcontractor expressly agrees that this indemnification, defense and hold harmless agreement is valid as of the date of the subcontract even if the subcontract is not fully executed until after the date of the subcontract and is intended to include, without limitation, all claims, (events, or losses which may have occurred on or after the date of the subcontract regardless of whether the subcontract was fully executed prior to the date of the claim, event, or loss.

ARTICLE 15 - ASSIGMENTS AND SUBCONTRACTS

Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any substantial part of the Work without the prior written consent of Contractor. Subcontractor shall not be relieved of its duties and obligations hereunder by any assignment or subcontract, and Subcontractor shall be and remain fully responsible and liable for the acts and omissions of its assignees and subcontractors, and all persons directly or indirectly employed by them.

ARTICLE 16 - COMPLIANCE

16.1 Subcontractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity'. Subcontractor shall defend, indemnify and save harmless Contractor and Owner and their agents and employees from any loss, liability, expense (including attorneys' fees), citations, assessments, fines or penalties resulting from violations of such statutes, ordinances, rules, regulations or orders in connection with the performance of the work.

16.2 Subcontractor warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986, including but not limited to all of its I-9 employer verification provisions, and any future changes to the Act, as ell as with any applicable State immigration compliance laws. Subcontractor warrants that it has an I-9 verification policy which it administers uniformly throughout the company. Should Subcontractor ever be made aware of any Notice of Intent to Fine for its employer verification practices, or for a Request for I-9 inspection by Department of Homeland Security or United States Department of labor, it will, within 5 business days, notify Contractor in writing and will subsequently provide the results of the Notice of Intent to Fine or I-9 inspection process. This obligation applies as well to any compliance notices received from any applicable State authority.

16.3 Subcontractor is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

ARTICLE 17 - SAFETY

17.1 Subcontractor accepts complete responsibility for the health and safety of its employees and its subcontractors' employees, the safe performance of the Work, compliance with safety procedures and policies issued by the Contractor and in the Contract Documents, and compliance with all applicable health and safety laws, including the regulations and standards of the Occupational Safety & Health Act of 1970 ("OSHA"), as amended. Subcontractor shall cooperate with Contractor, Owner and all other contractors and subcontractors in their respective safety programs.

17.2 In the event that Subcontractor or any of its employees or its subcontractors' employees fails to comply with any health and safety requirements or if Contractor deems any part of the Work unsafe, Contractor may require Subcontractor to stop work and/ or remove any non-complying employees. Subcontractor shall not be entitled to any additional time or money as a result of Contractor stopping the Work when the Work was stopped due to Contractor's concern about safety deficiencies.

17.3 Subcontractor shall comply with the safety-related recommendations of insurance companies having an interest in the Project.

17.4 Contractor shall have no duty to monitor Subcontractor's practices or performance of the Work for safety and shall have no duty to stop Subcontractor's unsafe practices or to ensure that Subcontractor's practices and methods of performing the Work are safe.

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17.5 Subcontractor will report the occurrence of serious injury or equipment/property damage to Contractor's Project Manager immediately. In addition, Subcontractor shall submit to the Contractor's Project Manager the following, when applicable, within five (5) working days of the injury or damage: (a) a copy of "Employer's First Report of Injury"; (b) a copy of all property/casualty insurance claim reports; and (c) a copy of all OSHA inspection/citation reports.

17.6 Subcontractor will provide a means of fall protection for all employees working in areas where they are exposed to falls of greater than six feet.

17.7 Prior to starting work, Subcontractor will evaluate its work plan for the project to assess safety hazards which may be encountered and will notify Contractor of its plan for abating safety hazards in its work.

ARTICLE 18 - CLEANING UP

18.1 Subcontractor shall, at its sole cost and expense: (a) keep all areas in which it is working free from Subcontractor's waste materials, packaging and other debris by collecting and removing such debris on a daily basis; (b) at the completion of the Work in an area, make that area "broom-clean"; and (c) prior to final inspection, clean and prepare the Work for acceptance by Owner.

18.2 If Contractor incurs any expenses performing cleanup work for the Subcontractor, Subcontractor will be back charged for such expenses, provided Contractor gave Subcontractor written notice of Subcontractor's failure to comply with its obligation to keep its work areas clean and free of waste materials at least twenty-four (24) hours prior to the time when Contractor performed cleanup work for the Subcontractor. If Contractor performs cleanup work involving more than one subcontractor's work, Contractor's decision on the allocation among subcontractors of cleanup costs incurred by Contractor shall be final and binding on Subcontractor.

ARTICLE19 – TEMPORARY FACILITIES

Temporary facilities and services shall be provided by the Contractor in accordance with schedule E attached hereto.

ARTICLE 20 – QUALITY

Subcontractor shall provide materials and workmanship conforming to the requirements of the Contract Documents. Subcontractor shall provide proper facilities and opportunity at all times for the inspection of the Work by Contractor, Owner, Architect and their representatives. Subcontractor shall, within twenty-four (24) hours after receiving written notice from Contractor, at Subcontractor's sole cost and expense, take down and remove from the Project site all portions of the Work which the Contractor, Owner or Architect have condemned as unsound, improper or as failing in any way to conform to the Contract Documents or this Subcontract and shall replace the same with proper and conforming work. Subcontractor shall be responsible for all work damaged or destroyed in connection with the removal or replacement of condemned work. Contractor's failure to discover and notify Subcontractor of defective or nonconforming work at the time the Work or any portion thereof is performed or completed shall not relieve Subcontractor of responsibility for replacement of the defective or nonconforming work and all damages resulting there from. If the Owner elects to accept defective or nonconforming work, Contractor may require Subcontractor to accept an adjustment in the Price to the extent Owner requires Contractor to do so, and/or furnish an extended warranty.

ARTICLE 21- GUARANTEES

Subcontractor warrants and guarantees the Work to the full extent provided for in the Contract Documents and to the full extent required of Contractor of Subcontractor by the law of the state where the Project is located. Without limiting the foregoing or any other obligation with respect to the Work, Subcontractor shall, at its sole cost and expense, make good any faulty, defective or improper parts of the Work discovered by the Contractor, Architect or Owner within one (1) year from the date of acceptance of the Project or within such longer period as may be required by the Contract Documents or by law.

ARTICLE 22 - SUBMITTALS

22.1 Subcontractor shall promptly prepare or obtain and submit to Contractor all shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports, engineering calculations and submittals ("Submittal") required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. All Submittals shall be submitted so as to permit the Work to be performed in accordance with the Schedule.

22.2 Neither review of nor approval of Submittals by Contractor, Owner or Architect shall relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents or its responsibility for the proper matching of the Work to contiguous work. Subcontractor shall identify each and every variance between any Submittal and the requirements of the Contract Documents at the time of transmission either prominently on the Submittal or specifically in a transmittal letter accompanying the Submittal. No modification, revision or other notation on a Submittal that changes or modifies the Contract Documents shall be valid (even if the drawing or Submittal is approved) unless there is a Change Order issued approving same.

ARTICLE 23- PERFORMANCE

23.1 Subcontractor, in performing the Work, acts as an independent contractor and not as an agent or employee of Contractor. Subcontractor, consistent with the requirements of the Contract Documents, the Subcontract and the Schedule, is free to perform the Work by any appropriate means as it may choose.

23.2 Subcontractor shall notify and obtain the approval of Contractor before the arrival of Subcontractor's forces or delivery of materials and equipment to the Project site, before any substantial change in either the composition or size of its forces, and before leaving the Project site.

ARTICLE 24 - LIENS

Subcontractor agrees to turn the Work over to Contractor free and clear of all liens, claims or encumbrances. Subcontractor shall defend, indemnify and save harmless Contractor, Contractor's sureties and Owner from any lien, encumbrance, claim of lien or suit in connection with a lien or encumbrance filed or maintained by any laborer, material men, subcontractor, or other person directly or indirectly acting for, through or under Subcontractor, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to Contractor or from Contractor to Subcontractor. Without limiting the foregoing, Subcontractor shall cause any such lien, encumbrance or claim of lien to be satisfied, removed or discharged by bond, payment or otherwise within ten (1) days from the date of filing or receipt of notice, whichever is earlier. Failure to do so is a breach of the Subcontract whether the claim of the party filing the lien is valid or not, and Contractor shall be indemnified from all losses and costs, including, without limitation, Owner and Contractor's attorneys' fees, incurred as a result of any such claim or lien and those costs incurred in enforcing the indemnification obligation of Subcontractor.

ARTICLE 25 – PATENTS AND COPYRIGHTS

Subcontractor shall defend, indemnify and save harmless Contractor and Owner from and against any claim, cost, expense or liability (including attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent rights or copyrights in connection with the Work, except to the extent that Owner may have assumed responsibility therefore under the Contract Documents. Subcontractor shall pay all royalties, license fees and similar charges for patented or copyrighted material used in or incorporated in the Work.

ARTICLE 26 - LABOR

26.1 Subcontractor agrees that strikes, slowdowns or similar interruptions or disturbances (including cases where the Subcontractor's employees are engaged in a work stoppage solely as a result of a labor dispute involving Contractor or others and not in any manner involving Subcontractor) shall not excuse Subcontractor from the obligation to perform the Work timely and in accordance with the Schedule; and in such event, Contractor shall be entitled to the rights and remedies provided in Paragraph 27.2. Subcontractor shall maintain and exercise control over all employees engaged in the performance of the Work, and shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly performance of the Work in the opinion of the Contractor.

26.2 Contractor is an equal opportunity employer complying with Title VII of the Civil Rights Act of 1964.

26.3 Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, disability, sex or national origin.

ARTICLE 27 – TERMINATION AND DEFAULT

27.1 Contractor, by written notice, may terminate the Subcontract in whole or in part for Contractor's convenience. In such event, Subcontractor will be compensated for the reasonable cost of all work performed and all materials purchased for the Work prior to the termination including a reasonable profit thereon, plus reasonable out-of-pocket costs of terminating the Work, but shall receive no compensation, profit or overhead for unperformed work or for materials not yet purchased. Regardless of the foregoing, the total sum Subcontractor shall be entitled to be paid in the event of a termination for convenience, including all prior payments to Subcontractor, shall not exceed the Price. Subcontractor shall not be entitled to any other compensation or payment, in the event of a termination for convenience other than as specifically provided in this Paragraph 27.1

27.2 If Subcontractor voluntarily seeks protection of the Federal Bankruptcy Laws or is involuntarily placed in bankruptcy, or if any action is brought against Subcontractor which impairs the ability of Subcontractor to perform its obligations under this Subcontract, or if the Subcontractor makes a general assignment for the benefit of creditors, or if a receiver for Subcontractor is appointed, or if Subcontractor refuses, fails or is unable to supply enough properly skilled workmen or materials to perform the Work according to the Schedule, of if Subcontractor fails to make prompt payments for materials or labor supplied to Subcontractor for the Work, of if Subcontractor disregards laws, ordinances, rules, regulations, or orders of any public authority related to the work, or if Subcontractor otherwise violates any provision of the Contract Documents then Contractor shall have the right to notify Subcontractor, in writing, of Subcontractor's default in performance, and to require that Subcontractor cure such default within seven (7) calendar days after its receipt of such notice, then Contractor may, at its option, without releasing or waiving any other rights and remedies against Subcontractor and Subcontractor's sureties and without prejudice to any other right it may be entitled to under this Subcontract or by law, terminate Subcontractor's right to proceed under this Subcontract by written noticed. Notwithstanding the foregoing notice requirement, Contractor may, in its sole discretion, supplement the forces of Subcontractor to perform a portion of Subcontractor's work upon twenty-four (24) hours notice of Subcontractor, and charge Subcontractor the costs associated with the supplementation if Subcontractor is in default of this Subcontract. After such termination and without further notice, Contractor may enter upon and take possession of all materials, equipment, tools, construction equipment and machinery located on the site, stored off site or located at other facilities of Subcontractor or its subcontractors or vendors and which are allocated to or assigned to the Project or which were purchased for the Project, and Contractor or its designee may complete the Work by whatever method Contractor deems reasonable under the circumstances. In the event of such termination by Contractor, Subcontractor shall not be entitled to any further payment or compensation except as provided in this Paragraph 27.2. In the event the unpaid balance of the Price, after deduction of all claims that Contractor may have against Subcontractor, exceeds the total cost of finishing the Work (including without limitation Contractor's reasonable overhead and profit, the cost of Architect's additional services, attorneys' fees and all other legal costs and all other costs and charges related to the termination or the completion

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of the Work), such excess shall be paid to Subcontractor upon satisfaction of the conditions for final payment set out in Article 4. In the event the total cost of completing the Work, including Contractor's additional costs and attorney's fees, exceeds the unpaid balance of the Price, Subcontractor and its sureties shall be liable to and shall promptly pay such difference to Contractor.

27.3 If Subcontractor is prevented from working for a period of sixty (60) calendar days under order of any court or other public authority having jurisdiction through no act or fault of the Subcontractor or its agents or employees, or any other persons performing any of the Subcontractor's Work, or as a result of an act of government (such as declaration of national emergency making materials unavailable for Subcontractor's Work), then Subcontractor may terminate this Subcontract and recover from the Contractor payment for all of Subcontractor's Work completed prior to the termination and in place (less the amount of Contractor's claims against Subcontractor, if any), provided nevertheless, that such payment (a) shall include profit and overhead only for the portion of the Work completed and in place; (b) shall be Subcontractor of all of the conditions of Articles 4 and 5, to the extent of the Work completed prior to the termination hereunder. In the event of such termination, Subcontractor shall have no right to any compensation or recovery of any kind, including without limitation, consequential damages, from Contractor except as specifically provided in this Paragraph 27.3.

ARTICLE 28 - INSPECTION, TESTS AND CUTING AND FITTING

28.1 Subcontractor agrees to perform all tests and inspections called for in the Contract Documents and to make provision for inspection and testing by Contractor, Owner or Architect at the Project site or at Subcontractor's facilities to determine whether the Work or materials and equipment or processes used in the Work conform with the Contract Documents. The failure of Contractor, Owner or Architect to inspect, to test or to discover defective workmanship, materials or equipment shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents and shall not prejudice the rights of Contractor, Owner or Architect to reject or require correction of the same.

28.2 Subcontractor shall do all cutting, fitting or patching necessary for the performance of the Subcontract Work. Subcontractor will repair or pay the cost or repair of any damage, including, without limitation, damage to work performed by others, caused by Subcontractor in the performance of the Work.

ARTICLE 29 – CLAIMS AND DISPUTES; ARBITRATION

29.1 The parties hereto intend that all claims of Subcontractor shall be resolved in accordance with the provisions of the Contract Documents and this Subcontract, including Articles 8, 9 and this Article 29, and that Subcontractor's recoveries on its claims, if any, shall be limited to Subcontractor's portion of the relief Contractor receives from Owner as a result of such claims.

29.2 Contractor agrees to make a good faith effort to have Owner honor any just claim presented by Subcontractor. Subcontractor shall be responsible for the prosecution and presentation of any claim against or to Owner and shall pay all expenses of said prosecution or presentation, including without limitation, attorneys' fees. It shall be Subcontractor's obligation to give Contractor adequate notice to ensure that Contractor can give all notices required by the Contract Documents with respect to such claim in a timely manner. In addition to the other provisions of this Subcontract dealing with payment, Change Orders or notice requirements, Subcontractor understands and agrees that Subcontractor waives all right to and has no right to payment for any claim or request for additional compensation of any kind that is submitted more than thirty (30) calendar days after the completion of the Work. Except as provided in Paragraph 29.3 hereof, Subcontractor agrees to be bound by the determination of Owner or Architect with respect to all claims.

29.3 If an appeal or legal proceeding is specifically permitted by the Contract Documents and if requested in writing by Subcontractor, Contractor will, in its name and on Subcontractor's behalf, appeal any decision of Owner or Architect or institute a legal proceeding against the Owner or Architect, then in any such event, the Subcontractor shall be responsible for filing fees, court costs, expert fees and any expenses, arbitration costs and attorneys' fees, attributable thereto (and, if requested, shall make an advance deposit for such costs) and shall render all assistance requested by Contractor. If claims on behalf of other subcontractors are involved in such an appeal or legal proceeding, Subcontractor shall pay only its proportionate share (as determined by the ratio of the face amount of its claim to the total of all claims I of the costs and expenses. Subcontractor shall be bound by the determination rendered on such an appeal or in such legal proceeding and shall be entitled only to is proportionate share of any actual net recovery from Owner, less Contractor's overhead and profit.

29.4 Except as provided in Paragraph 29.5, any claims of Subcontractor that cannot be resolved in accordance with the provisions of the Contract Documents or the Subcontract, shall be finally determined by binding arbitration in accordance with the current Construction Industry Rules of the American Arbitration Association by one or more arbitrators selected in accordance with said Rules. The parties acknowledge that this Subcontract evidences a transaction involving interstate commerce and that this agreement to arbitrate is enforceable under 9 U.S.C. §§ 1, et seq. The place of arbitration shall be selected by the Contractor. Subcontractor shall not stop, hinder or delay the Work in any way during the pendency of arbitration. Should the Contractor through litigation, arbitration, or other means seek enforcement of any of the provisions hereof or seek to protect its interests in any matter arising under this Subcontract, or seek to collect damages for the breach of this contract, or seek to prosecute or defend any suit resulting from this Subcontract, or seek to recover on the performance and payment bond given by the Subcontractor under this contract, the Subcontractor and his surety, jointly and severally, agree to pay Contractor all costs, expenses, and attorneys' fees incurred in the investigation, preperation, and trial or hearing of such matters and otherwise reasonably related thereto.

29.5 Regardless of the agreement to arbitrate set forth in Paragraph 29.4, Subcontractor hereby agrees that upon Contractor's request, Subcontractor will consent to becoming a party to any legal proceeding involving the Project and Subcontractor's work and to the jurisdiction of any court or other forum in which the proceeding is pending. Subcontractor acknowledges that this provision is intended to permit Contractor to cause Subcontractor to be a third party defendant to claims by Owner, other subcontractors or third parties against Contractor.

29.6 Pending final resolution of a claim, including arbitration, unless otherwise agreed in writing, the Subcontractor shall proceed diligently with performance of the Contract and the Contractor shall continue to make payments in accordance with the terms of this Subcontract.

ARTICLE 30 - SUBSTANCE ABUSE POLICY

30.1 Subcontractor agrees to implement Contractor's Substance Abuse Policy contained in Schedule f attached hereto (the "Policy") or a substance abuse control program substantially similar to the Policy. Subcontractor agrees that it will enforce the prohibitions contained in the Policy or its own program, will test for drugs and alcohol pursuant tot the Policy or its own program, and will be responsible for receiving test results from the testing laboratory and administering discipline as required by the Policy or its own program.

30.2 Subcontractor specifically agrees to test its employees for drugs on a random basis as stated in the Policy or pursuant to its own program. As part of this random testing requirement, Subcontractor agrees to test all of its employees on the Project site on the date or dates Contractor selects to test its own employees.

30.3 Contractor agrees to defer to Subcontractor's interpretation of the Policy or its own program as it applies to Subcontractor's employees with regard to matters such as testing (other than random testing) and discipline as long as Subcontractor's interpretation is reasonable and is consistent with the purpose of the Policy to prevent substance abuse by all employees on the Project site.

ARTICLE 31- HAZARDOUS SUBSTANCES

Subcontractor agrees and guarantees that it will not employ any materials in the performance of the Work or install any materials which contain hazardous substances except as permitted by applicable law. Subcontractor further agrees that it will remove (in a manner in accordance with applicable law) any materials which contain hazardous substances and which were installed by Subcontractor in violation of this provision, will replace them with materials that do not contain hazardous substances and will repair any of the Work or the work of others damaged by such removal and replacement. The removal, replacement and repair shall be at Subcontractor's sole expense. Subcontractor also agrees, in exchange for ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, to indemnify and defend Contractor from any and all claims, damages, expenses and liability of any kind relating in any way to Subcontractor's use of or installation of materials containing hazardous substances.

ARTICLE 32 - USE OF CONTRACTOR'S EQUIPMENT

If Subcontractor uses the equipment, machinery, tools or materials of Contractor or other subcontractors or if Contractor performs any of the work for Subcontractor which Subcontractor is required by this Agreement to perform, Subcontractor agrees to defend, indemnify and hold harmless Contractor, its agents and employees against any claims, demands or lawsuits for loss or damage to property or personal injury which may be made against Contractor arising from or related to the use by Subcontractor of the equipment, machinery, tools or materials of Contractor or the performance of Subcontractor's work by Contractor. In addition to the obligations set forth above, Subcontractor agrees to waive all rights to claim against Contractor for any loss, damage or lawsuit incurred by Subcontractor which results from Subcontractor's use of the equipment, machinery, tools or materials of Contractor or from the performance of a portion of Subcontractor's work by Contractor.

ARTICLE 33 - MISCELLANEOUS

33.1 Joint Venture or Partnership. If Subcontractor is a joint venture or partnership, each party to the joint venture or partnership represents and agrees that the person who signs this Subcontract on behalf of Subcontractor is authorized to sign and by signing this Subcontract jointly and severally obligated each of them to all undertakings and obligations set forth in the Subcontract Documents.

33.2 Governing Law. The validity, interpretation and performance of this Subcontract shall be governed by the law of Mississippi, except: (a) If any provision or requirement of this Subcontract or the Contract Documents provides that the law of another state or the law of the federal government is applicable to, controls, governs or determines certain duties, responsibilities, or obligations, including warranty obligations, of a party hereto, or any aspect or portion of this Subcontract, then the other state's law or federal law shall apply to, control, govern or determine those certain duties, responsibilities or obligations of that party or that aspect or portion of this Subcontract; and (b) if the Contract 15 with the federal government or agency or branch thereof, then the Subcontractors' rights to recover from the Contractor for changed work, extra work, Differing Conditions, delay or disruption in the performance of the Work are limited to the Contractor's rights to recover from the federal government or agency or branch thereof under the applicable federal law.

33.3 No Third Party Beneficiaries. This Subcontract is intended solely for the direct benefit of the parties hereto. There are no third party beneficiaries of this Subcontract.

Attachment: Sub-Contractors J.L. McCool Request No. 2 in the amount of $18,139.59 for Kiln Delisle Road Bridge SAP-23(30) - signed (11254 :

33.4 Severability. The provisions of this Subcontract are severable. Should any provision of this Subcontract or any provision of the Contract Documents applicable to Subcontractor be unenforceable, the remaining provisions shall remain valid and binding.

33.5 Non-waiver. The failure by Contractor at any time to enforce or to require strict compliance or performance by Subcontractor with any of the provisions of the Subcontract or Contract Documents shall not constitute a present or future waiver of any such provision and shall not affect or impair in any way Contractor's rights at any time to enforce any such provision or to avail itself of such remedies as it may have for any breach thereof.

33.6 Survival of Terms. The terms of this Subcontract and the Contract Documents shall survive and remain in full force and effect after termination of this Subcontract or completion of the Work.

33.7 Only Written Modification. No changes, modifications, amendments of any of the terms and conditions of this Subcontract or the Contract Documents shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

33.8 Owner Approval. If Owner has the right to object to Subcontractor's selection, this Subcontract shall not be effective until Owner approves Subcontractor.

33.9 Headings. Headings are for convenience of the reader and are not a substantive part of this Subcontract.

33.10 Notice. Any notice required to be given to Subcontractor may be accomplished by mailing or delivering written notice to the address listed for the Subcontractor on page one (1) of this Subcontract. Any notice required to be given to Contractor may be accomplished by mailing or delivering written notice to the address listed for the Contractor on page one (1) of this Subcontract.

33.11 Subcontractor warrants that no statement, representation, inducement or promise, oral or in writing, of any kind by Owner, Contractor or Architect, not expressly made a part of the Contract Documents, has induced Subcontractor to enter into, or been relied upon by Subcontractor in entering into, this Subcontract.

33.12 This Subcontract embodies the entire agreement between the Contractor and Subcontractor. All bids, proposals for or acknowledgements of this Subcontract by Subcontractor, whether written or verbal, which contain any term, condition or provision which purports to modify, conflict with, contradict or add to this Subcontract or the Contract Documents, are void and of no force or effect. All negotiations, proposals or agreements prior to the date of this Subcontract are merged herein and superseded hereby, there being no agreements, warranties, understandings or promises other than those written expressly herein.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the day and year first above written.

	CHRIS ALBRITTON CONSTRUCTION CO, INC. (Contractor)	**J.L. McCool Contractors, Inc.**
By:		
Print:	Jonathon Turner	Richard McCool
Title:	Heavy Construction Manager	President
Witness:		
License No:		08168-SC
State:		Mississippi

Attachment: Sub-Contractors J.L. McCool Request No. 2 in the amount of $18,139.59 for Kiln Delisle Road Bridge SAP-23(30) - signed (11254 :

Subcontractor: J.L. McCool Contractors, Inc. Subcontract No.: 2211-SC-2211-001

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule A
"The Work"

Inclusions:
Striping Per Attached proposal - Dated 4/13/2022

4" WIDE THERMO EDGE STRIPE (CONT WH)(60 MILS) - (0.460 MI @ 10,000.00 -$4,600.00)
4" WIDE THERMO TFC STRIPE (CONT YEL)(90MILS) - (2,462.54 LF@ 2.00 - $4,925.08)
MOBILIZATION - (1 LS @ 5,500.00 - $5,500.00)
TOTAL $15,025.08

(DETOUR ROAD ABSORBED STRIPING)

4" TEMP TFC STRIPE (CONT WH) -(2,800.00 LF @ 0.25 - $700.00)
4" TEMP TFC STRIPE (CONT YEL) -(2,800.00 LF @ 0.25 - $700.00)
MOBLIZATION -(1 LS @ 5,500.00 - $ 5,500.00)
TOTAL $6,900.00

TOTAL AMOUNT $21,925.08

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Attachment: Sub-Contractors J.L. McCool Request No. 2 in the amount of $18,139.59 for Kiln Delisle Road Bridge SAP-23(30) - signed (11254 :

Highway Striping Specialists

- Thermoplastic
- Paint
- Traffic Control
- Pavement Markers

J.L. McCOOL CONTRACTORS, INC.
P.O. Box 1765, Pascagoula, MS 39568-1765
11700 Hwy 613, Moss Point, MS 39562
e-mail: info@jlmccool.com
Phone (228) 769-9771 • Fax (228) 769-9773

PROPOSAL

PROPOSAL SUBMITTED TO:	PHONE:	DATE:	4/13/2022
STREET:	JOB NAME:	SAP-23(30)	
CITY, STATE AND ZIP CODE:	JOB LOCATION:	HANCOCK COUNTY	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR

4" WIDE THERMO EDGE STRIPE (CONT WH)(60 MILS)	0.460	MI	@	10,000.00	$	4,600.00
4" WIDE THERMO TFC STRIPE (CONT YEL)(90 MILS)	2,462.54	LF	@	2.00	$	4,925.08
MOBILIZATION	1	LS	@	5,500.00	$	5,500.00
			TOTAL		$	15,025.08

(DETOUR RD ABSORBED STRIPING)

4" TEMP TFC STRIPE (CONT WH)	2,800	LF	@	0.25	$	700.00
4" TEMP TFC STRIPE (CONT YEL)	2,800	LF	@	0.25	$	700.00
MOBILIZATION	1	LS	@	5,500.00	$	5,500.00
			TOTAL		$	6,900.00

REVISED

WE PROPOSE hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

TWENTY ONE THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS & 08/100 dollars $ 21,925.08

Payment to be made as follows:

30 Days Completion Date

Proposal Includes Prorated Share of Taxes and Bonds.

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 agreement contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized signature

Acceptance signature

Attachment: Sub-Contractors J.L. McCool Request No. 2 in the amount of $18,139.59 for Kiln Delisle Road Bridge SAP-23(30) - signed (11254 :

Subcontractor: J.L. McCool Contractors, Inc. Subcontract No.: 2211-SC-2211-001

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule B
"Contract Documents"

Compton Engineering, Inc. Plans and Specifications - Addenda 1 & 2

Attachment: Sub-Contractors J.L. McCool Request No. 2 in the amount of $18,139.59 for Kiln Delisle Road Bridge SAP-23(30) - signed (11254 :

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Schedule C
"Unit Prices & Allowance"

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Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule D
"Insurance"

1. Required Coverage
   a. Commercial General Liability

To include:

1. Coverage on an "occurrence basis"
2. Aggregate Limits of Insurance on a "per project" basis
3. Coverages for:
   - Premises/Operations
   - Underground, Explosion and Collapse
   - Products/Completed Operations - maintained three (3) years after completion of the Work
   - *Broad Form Contractual
   - *Independent Contractors
   - *Broad Form Property Damage
   - *Personal Injury
   - *If the Comprehensive Liability Policy Form is used, the policy must be endorsed to include the Broad Form Comprehensive General Liability Endorsement.

b. Automobile Liability
Comprehensive Automobile Liability policy covering all Owned, Hired and Non-Owned All.

c. Excess Liability - Umbrella Form (on an "occurrence basis")

d. Worker's Compensation and Employer's Liability
To include:
Statutory Coverage - State of Operations
United States Longshoreman and Harbor Workers Act Endorsement - If required
Voluntary Compensation Endorsement - "If Any" Basis

2. Limits

General Liability	$2,000,000 General Aggregate - per project $1,000,000 Each Occurrence $2,000,000 Products/Completed Operations Aggregate $1,000,000 Personal and Advertising Injury $50,000 Fire Damage (anyone fire) $5,000 Medical Expense (anyone person)
Automobile Liability	$1,000,000 Combined Single Limit Bodily Injury and Property Damage
Excess Liability	$2,000,000 Combined Single Limit Bodily Injury and Property Damage
Worker's Compensation Statutory Limits	
Employer's Liability	$100,000 Each Accident $500,000 Disease - Policy Limit $100,000 Disease - Each Employee

3. Certificates of Insurance
The Certificate of Insurance will verify that:

a. The Contractor and Owner (and the Architect and Engineer if required by the Contract Documents) and their Officers, Agents and Employees are named as Additional Insured on the General Liability, Auto Liability and Excess Liability policies. The policy shall also provide for Completed Operations coverage for one (1) year after completion of the Project.
This will be accomplished by Endorsement to the policies. For the General Liability policy, endorsements CG; 20-10-07-04 and CG 20-37-07-04 or their equivalents must be used. The Excess Policy must provide "Follow Form" coverage to this endorsement.

b. No policy will be cancelled, non-renewed or materially changed to the detriment of an Additional Insured unless thirty (30) days actual, written notification is given to the Certificate Holder. The policies shall not contain exclusions for residential work.

c. The insurance provided to the Additional Insured for Liabilities and Responsibilities assumed by the Subcontractor under the Subcontract will be primary and any other insurance maintained by the Additional Insureds shall be Excess and Noncontributory.

d. Under the General Liability policy, the General Aggregate applies on a "per project" basis.

e. Subcontractor and its Insurance Providers have waived all Rights of Subrogation against the Contractor and its Officers, Agents and Employees.

f. Subcontractor and its Insurance Providers have waived all Rights of Subrogation against the Owner and others as required by the Contract Documents between the Contractor and the Owner.

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Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule E
"Temporary Facilities And Services Provided By The Cotnractor"

Job Water	No
Temporary Toilets	Yes
Drinking Water	No
Material Hoisting	No
Temporary Power	No
Trash Disposal Dumpster	Yes

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Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Schedule F
"Substance Abuse Policy"

I. Statement Of Policy

Contractor, hereinafter referred to as "Chris Albritton Construction Co., Inc.", is committed to the highest standards of safety, integrity, and professionalism in its work and cannot condone substance abuse by its employees. The nature of Chris Albritton Construction Co., Inc. work mandates behavior that inspires the highest degree of confidence by its clients and the public. The use of illegal drugs and abuse of other controlled substances, on or off duty, is inconsistent with law abiding behavior, a threat to the safety of others, and has a detrimental effect on job performance and quality. The substance abuse policy, hereinafter referred to as the "Policy", is intended to create and maintain a workplace free of drug and alcohol abuse.

Under this Policy, the use of illegal drugs is prohibited, whether taken on or off the job. The same is true for legal drugs which are not taken in accordance with a doctor's prescription. Employees reporting to work with drugs in their systems, without appropriate prescriptions, will be considered to be in violation of this Policy and subject to the discipline described herein. The use of alcohol on the job or the reporting to work under the influence of alcohol likewise is a violation of this Policy. As described in this Policy, Chris Albritton Construction Co., INC., will test all of its employees for the presence of controlled substances to ensure compliance with this Policy. Violators are subject to suspension and discharge.

The possession or sale of controlled substances on the job, including alcohol, is prohibited under this Policy. Chris Albritton Construction Co., INC.'s employees are subject to searches and investigations to secure compliance with this aspect of the Policy. Violators will be discharged.

It is not Chris Albritton Construction Co., INC.'s intent to harass or to interfere unduly with the personal lives of its employees. Hopefully, with everyone's cooperation this Policy will be regarded as an effective means to address substance abuse on the job and provide a better and safer working environment for all.

II. Rules Regarding Employees

Employees will be subject to the discipline described in the Policy for:

The use or possession of alcohol on premises, except at approved social functions;
The on-premises use (except for the proper use of prescribed drugs), manufacture, distribution, dispensing, possession, sale, or purchase of any controlled drug or the abuse of any drug;

The failure to report to Chris Albritton Construction Co., INC., within five (5) days, any drug-related conviction, including a "guilty" or "nolo contendere" plea;The conviction (including "guilty" or "nolo contendere" Plea) of any criminal drug offenses;

The failure or refusal to cooperate with any aspect of this Policy including the refusal to sign forms consenting to drug testing, the refusal to provide a urine or blood sample for testing, or the refusal to cooperate in any other way with a drug test;
Reporting to work with the presence of controlled substances, without a prescription, in the system as shown by a positive test for alcohol or unauthorized drugs.
Employees should understand that a positive drug test is not a necessary prerequisite to discipline if this Policy or any other Chris Albritton Construction Co., INC. work rule has been violated.

Employees include all executive, managerial, administrative, clerical, marketing, shop, technical, and craft workers, whether skilled, semiskilled, or unskilled.

III. Rules Regarding Applicants

Applicants for employment at Chris Albritton Construction Co., INC. are expected to be free from any controlled substances upon reporting for work. Each applicant must pass a drug test in order to be employed by Chris Albritton Construction Co., INC. Each employee of Chris Albritton Construction Co., INC. will be subject to all aspects of Chris Albritton Construction Co., INC.'s Policy, including its random and post-accident testing provisions.

New employees should advise their supervisor upon hiring of any prescription medications to be used in the workspace. The employee should advise the name and dosage of the medication and the name of the prescribing doctor. The same is true for prescriptions following hire. The supervisor should be advised of any warnings or precautions the employee receives from the doctor or other sources. The supervisor also should be advised of the medication's current effect on the employee as well as any previous effects experienced by the employee. A form will be available for these purposes.

IV. Grounds For Drug & Alcohol Testing

All employees are subject to an unannounced random drug test at least one time each year.

All employees are subject to testing if they are involved in a work-related accident which requires medical attention by a doctor.

All employees are subject to testing ~'for cause." "For cause" includes an employee's display of erratic behavior, decline in job performance, unexplained peaks and valleys in job performance, certain physical signs, actions, safety disregard, absenteeism, or another reasonable basis for suspecting a violation of the Policy.

V. Testing Procedures

A. Employees will be required to execute Chris Albritton Construction Co., INC.'s consent forms.
B. Employees will be required to fill in chain of custody forms provided by the testing laboratory.
C. Employees must disclose all drugs whether prescribed or not, which they have or are taking, on their chain of custody form.
D. Employees tested on the jobsite will submit urine and/or blood samples to designated Chris Albritton Construction Co., INC. personnel or to employees from the testing facility. Employees either will be required to submit such specimens in the presence of a witness or follow other such security measures to ensure the integrity of the sample.

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Subcontractor: J.L. McCool Contractors, Inc. Subcontract No.: 2211-SC-2211-001

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

E. Employees tested away from the jobsite, such as a clinic following an accident, will be required to follow these same procedures with the clinic's personnel.
F. Test results will be sent to the corporate offices in Birmingham, Alabama. The reports will be delivered to a selected contact person at the corporate office. The reports then will be opened only by one of the General Superintendents, a Division Manager, or an Officer of the company. Positive test results will be communicated to the project superintendent or other suitable manager only. This person will advise the employee of the test results and the action to be taken. This will he done verbally in a private setting. A Confidential certified letter from one of the General Superintendents, a Division Manager, or an Officer of the company will follow to confirm the conversation with the project superintendent or other suitable manager.

VI. Discipline

An employee testing positive for an unauthorized controlled substance, as determined by the testing laboratory's testing thresholds after a confirmatory test, immediately will be suspended without pay. The suspension shall last for thirty (30) days. At the conclusion of the 3D-day period, the employee may be reinstated, if the employee's position still exists, if he or she tests negative on a drug screen obtained by Chris Albritton Construction Co., Inc's testing laboratory. The cost of the second drug screen will be paid by the employee tested. Reinstatement under this provision does not change the employee's status as an employee-at-will subject to discharge at any time.

Following the reinstatement of an employee returning to work after a drug-related suspension, that employee will be subject to unannounced random testing, up to one time each six months, for a period of one year and random test thereafter. A second positive test at any time will result in immediate and permanent discharge.

Testing under this aspect of the Policy does not insulate the employee from testing pursuant to one of the Policy's other testing provisions. Any employee who refuses to submit a urine or blood sample for testing under this Policy, or who refuses to execute the necessary paperwork~ or who fails to disclose ingested drugs, or otherwise fails to cooperate with a drug test will be discharged.

VI. Confidentiality

Positive test results will not be communicated to any company employee other than those designated herein. Except when necessary in litigation involving Chris Albritton Construction Co., Inc. or by order of a court of competent jurisdiction, results will not be communicated to any person outside of the company without the express written consent of the employee involved. Result reports will be maintained by the personnel office in a secured filing system separate from the employee's personnel files.

VI. Search Procedures & Discipline

A. Searches will be conducted, with or without cause, to detect unauthorized substances, including alcohol or drug paraphernalia, at any time.
Searches will be conducted only in the presence of two witnesses, one of whom must be from management above the foreman level. If the person to be searched is a female, one, and preferably both, witnesses should be female. Searches will be conducted as privately as possible. Food items will not be touched. Employees will be asked to pen their coats, remove hats, or lift pants legs to inspect boots. No one will be searched forcibly. Employees will he asked to empty pockets and turn them inside out. Employees shall not be touched or patted to determine pocket contents. If locks are cut in the search of desk, lockers, large tool boxes, etc, the person conducting the search should he prepared to replace them immediately after completing the search and give the key to the employee. Those who object to the searches or who refuse to cooperate will be told that submission to such a search is a condition of employment and that failure to cooperate will result in discharge. If an employee continues to refuse to cooperate, the search will be terminated, and the refusal reported to one of the General Superintendents,
Division Managers, or Officers.
B. Employees found with illegal substances, controlled substances without a prescription, alcohol, drug paraphernalia, or other such items in their possession, whether on their person or in a vehicle or container of any sort under their control, will be discharged.

Attachment: Sub-Contractors J.L. McCool Request No. 2 in the amount of $18,139.59 for Kiln Delisle Road Bridge SAP-23(30) - signed (11254 :

CERTIFICATION

To: CHRIS ALBRITTON CONSTRUCTION COMPANY INC.
From: J.L. McCool Contractors, Inc.
11700 Hwy 613
Moss Point , Mississippi 39562

Project: Kiln-Delisle Road Bridge
Kiln Delisle Road
Pass Christian , Mississippi 39571

Listed below are all material supplier and "second tier" subcontractors that we will use for the referenced project:

I. Items committed to date:

NAME (VENDOR/SUBCONTRACTOR)	ITEM (MATERIAL, ETC)	TOTAL VENDOR AMOUNT (over $5,000.00)

II. Items not committed to date:

NAME (VENDOR/SUBCONTRACTOR)	ITEM (MATERIAL, ETC)	TOTAL VENDOR AMOUNT (over $5,000.00)
	Items (Material, Etc) 2	

Witness: _____

_____

By: _____

(Corporate Seal)

Its: _____

Date: _____

Attachment: Sub-Contractors J.L. McCool Request No. 2 in the amount of $18,139.59 for Kiln Delisle Road Bridge SAP-23(30) - signed (11254 :

SUBCONTRACTOR WORKPLACE CHEMICAL LIST

SUBCONTRACTOR: J.L. McCool Contractors, Inc.

FEDERAL TAX I.D. NO.:

PROJECT: Kiln-Delisle Road Bridge

PROJECT LOCATION: Kiln Delisle Road , Pass Christian , Mississippi 39571

GENERAL DESCRIPTION OF WORK: Construction of 0.232 miles of Bridge Replacement and Approaches on the Kiln-Delisle Road - Project No. SAP-23 (30)

In addition to completing and returning this Workplace Chemical List, Subcontractor shall have available at the jobsite a copy of Subcontractor's Hazardous Communication Program naming the person responsible for implementing the program. There shall be a Workplace Chemical List, complete with Material Safety Data Sheet, for each product used available at the jobsite. Subcontractor is responsible for training its employees in the safe use of all hazardous materials.

CHEMICAL/SUBSTANCE NAME	CHEMICAL ABSTRACTS SERVICES (CAS) NO.	COMMON OR TRADE NAME(S) (LABEL IDENTITY)	WORK AREA WHERE CHEMICAL IS USED OR STORED

This Form Must Be Completed And Returned With The Signed Subcontract

Attachment: Sub-Contractors J.L. McCool Request No. 2 in the amount of $18,139.59 for Kiln Delisle Road Bridge SAP-23(30) - signed (11254 :

Subcontract No.: 2211-SC-2211-001

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Subcontractor: J.L. McCool Contractors, Inc.

Street Address 11700 Hwy 613, Moss Point , Mississippi 39562

Project: Kiln-Delisle Road Bridge

Payment Request No.: Date:

Payment Period Ending:

1. Original Contract Amount $ _____
2. Approved Change Order Nos. _____ Thru _____ $ _____
3. Adjusted Contract Amount $ _____
4. Value of Work Completed to Date (As per schedule of values below) $ _____
5. Materials Stored (As per breakdown below) $ _____
6. TOTAL COMPLETED AND STORED TO DATE $ _____
7. Less Amount Retained (_____%) $ _____
8. Subtotal $ _____
9. Less Owner Purchases (Transmittals Through No._____) $ _____
10. Less Previous Payments $ _____
11. AMOUNT DUE THIS REQUEST $ _____

Schedule Of Values

DESCRIPTION	VALUE	PREVIOUSLY COMPLETE $	THIS APPLICATION $	COMPLETED TO DATE %
TOTALS				

Interim Release Of Lien And General Release Attached To This Form Must Be Completed Before Payment Application Will Be Processed.

Attachment: Sub-Contractors J.L. McCool Request No. 2 in the amount of $18,139.59 for Kiln Delisle Road Bridge SAP-23(30) - signed (11254 :

MATERIALS STORED

DESCRIPTION	STORED MAT'S BEGINNING PERIOD $	REC'D THIS PERIOD	INSTALLED THIS PERIOD	STORED MATERIAL AT END OF PERIOD
TOTALS				

Subcontractor's Partial Release Of Lien And General Release

Know All Men By These Presents, That Whereas, _____, ("Subcontractor"), a _____, having its principal offices at _____ and Chris Albritton Construction Co., Inc., ("Contractor"), a Mississippi Corporation have hereto entered into a certain Subcontract (the "Subcontract") dated _____, _____, relating to the furnishing of materials, labor and/or equipment for the construction of _____ (description of Subcontractor's work) in connection with a contract between Contractor and _____ ("Owner") for Owner's _____ (the "Project"), located at _____.

NOW THEREFORE, having first been duly sworn and upon receipt of and in consideration of payment of the sum of _____ Dollars ($ _____), to be paid by Contractor to Subcontractor, which sum represents the full amount due to Subcontractor as of _____, _____ ("Release Date") less and except that retention in the amount _____ of Dollars ($_____) still being withheld by the Contractor, all under and pursuant to the Subcontract, Subcontractor does hereby:

1. Certify and represent to Contractor and Owner that all persons, firms, associations, corporations or other entities who have furnished labor, materials, stored materials, equipment or supplies to, for, or on behalf of Subcontractor in connection with the Subcontractor's performance or obligations related to the Project have been paid in full as of the Release Date, including any and all applicable taxes, duties, license fees and royalties, except the following (none unless noted):

(ATTACH ADDITIONAL PAGE, IF NECESSARY, AND SO NOTE)

2. Release and waive any and all liens which Subcontractor, its affiliates, successors or assigns have or may have upon any portion of the Project or the land of Owner or the buildings thereon, for labor, materials, stored materials, supplies or equipment furnished by, for, or on behalf of Subcontractor prior to the Release Date;

3. Release and forever discharge Contractor and Owner, and their affiliates, successors and assigns, from any and all claims, demands and causes of action of any kind which Subcontractor or its affiliates, successors or assigns have or may have in the future arising out of anything which has occurred or failed to occur prior to Release Date in connection with the Project or labor, material, stored materials, equipment or supplies furnished by Subcontractor, except the following (none unless noted):

(ATTACH ADDITIONAL PAGE, IF NECESSARY, AND SO NOTE)

4. Certify and represent that no portion of the Project, the land of the Owner, or any buildings thereon, can be made subject of any valid lien by any person or entity which has furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of Subcontractor for use in connection with the Project, and agrees to indemnify and hold harmless Contractor and Owner, and their affiliates, successors and assigns, from all loss, cost, damage or expense (including, without limitation, attorneys' fees) arising from any liens, claims or demands of any person or entity which has furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of the Subcontractor in connection with the Subcontractor's performance or obligations related to the Project;

5. Certify and represent that the information presented above accurately reports the status of materials, if any, stored in connection with the Project by, for, or on behalf of Subcontractor; and

6. Certify and represent that the person signing on behalf of Subcontractor has authority to bind and obligate the Subcontractor hereto.

IN WITNESS WHEREOF, Subcontractor has caused this Partial Release of Lien and General Release to be executed by its duly authorized owner, partner, agent or Officer on the _____day of _____, _____.

_____
(Name Of Subcontractor)

STATE OF _____ By: _____

COUNTY OF _____ Its: _____

Sworn to before me this_____ day of _____, _____

My Commission Expires: Notary Public (Notarial Seal)

Attachment: Sub-Contractors J.L. McCool Request No. 2 in the amount of $18,139.59 for Kiln Delisle Road Bridge SAP-23(30) - signed (11254 :

JLMCCOO-01 TCOOPER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Terry Cooper, CIC, CISR, CPIW, PIAM PHONE (A/C, No, Ext): (601) 960-8285 FAX (A/C, No): (601) 208-3085 E-MAIL ADDRESS: tcooper@fbbins.com
INSURED J. L. McCool Contractors, Inc. P.O. Box 1765 Pascagoula, MS 39568-1765	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Brierfield Insurance Company — 10993 INSURER B : AmFed National Insurance Co. — 11208 INSURER C : Colony Specialty Ins Company — 36927 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT X LOC OTHER	X	X	CPP10005054803	7/27/2021	7/27/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	CA10000429206	7/27/2021	7/27/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	UMB10001610505	7/27/2021	7/27/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC1225010138	7/1/2022	7/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Equipment Floater			IM2560670	7/27/2021	7/27/2022	Leased & Rented	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: SAP-23(30) Kiln-Delisle Road Bridge, Kiln Delisle Road, Pass Christian, MS 39571
Certificate holder is recognized as additional insured respects to general liability and automobile liability on a primary and noncontributory basis as required by written contract subject to policy conditions. A waiver of subrogation in favor of certificate holder applies respects to general liability, automobile liability and workers compensation as required by written contract subject to policy conditions. Umbrella is Follow Form. Thirty day notice of cancellation applies except ten days for non-payment of premium.

CERTIFICATE HOLDER: Chris Albritton Construction Company, Inc.; the Owner; the Architect and Engineer if required by the Contract Documents.

CERTIFICATE HOLDER

Chris Albritton Construction Company, Inc.
2100 Bush Dairy Road
Laurel, MS 39443

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Sub-Contractors J.L. McCool Request No. 2 in the amount of $18,139.59 for Kiln Delisle Road Bridge SAP-23(30) - signed (11254 :

Highway Striping Specialists

- Thermoplastic
- Paint
- Traffic Control
- Pavement Markers

J.L. McCOOL CONTRACTORS, INC.
P.O. Box 1765, Pascagoula, MS 39568-1765
11700 Hwy 613, Moss Point, MS 39562
e-mail: info@jlmccool.com
Phone (228) 769-9771 • Fax (228) 769-9773

TO: ALL EMPLOYEES

SUBJECT: COMPANY EQUAL OPPORTUNITY POLICY

It will continue to be the policy of this company not to discriminate against any applicant for employment or any employee because of race, color, religion, national origin, handicap, age or sex. We will take affirmative action to ensure that this policy is implemented particularly with regard to employment upgrading, demotion, transfer, recruitment, and recruitment advertising, layoff and termination, compensation, training, and working conditions.

We will continue to make it understood by the employment entities with whom we deal and in our employment opportunity announcements that the foregoing is our policy, and that applicants and employees will continue to be compensated, trained, advanced, demoted, terminated, hired, and transferred solely on the basis of their skill, devotion, loyalty, honesty, reliability and integrity.

All present employees are requested to encourage minorities, women, Veterans of the Vietnam Era and qualified handicapped persons to make application for employment with this company or to apply for training under the approved Road Builders' On-The-Job training Program currently utilized by this company.

It is the Policy of this company that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

Any Complaint of alleged discrimination, by this company, its supervisors or employees, or any person or organization action on behalf of the company should immediately be called to the attention of the Company EEO Department.

Company EEO Officer: RICHARD MCCOOL

Company EEO Supervisor: RICHARD MCCOOL

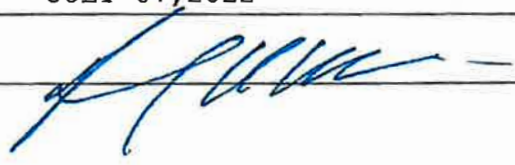
Project EEO Officer: DREW ADAMS

Project Safety Officer: DREW ADAMS

PROJECT NO. SAP-23(30)

PROJECT LOCATION: HANCOCK COUNTY

DATE: JULY 07, 2022

Signature: 

Attachment: Sub-Contractors J.L. McCool Request No. 2 in the amount of $18,139.59 for Kiln Delisle Road Bridge SAP-23(30) - signed (11254 :

SUBCONTRACTOR EEV CERTIFICATION

Project No.: SAP-23(30)

County: HANCOCK

Prime Contractor: CHRIS ALBRITTON CONSTRUCTION CO., INC.

Subcontractor: J. L. MCCOOL CONTRACTORS, INC

By executing this Certification, the undersigned Subcontractor verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act", as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission (MTC), Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended) pursuant to the Act, stating affirmatively that the individual, firm, or corporation which is engaged under a contract with Prime Contractor on behalf of the MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the Prime Contractor if the undersigned is no longer registered or participating in the program.

133029

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ 7/7/22

Authorized Officer or Agent — Date

Richard D. McCool — President

Printed Name of Authorized Officer or Agent — Title of Authorized Officer or Agent of Contractor/Consultant

SWORN TO AND SUBSCRIBED before me on this the 07 day of JULY, **2022**.

_____

NOTARY PUBLIC

My Commission Expires: SEPT. 02, 2025

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security in conjunction with the Social Security Administration.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 94073 DIANE MAYFIELD Commission Expires Sept. 2, 2025 JACKSON COUNTY

Attachment: Sub-Contractors J.L. McCool Request No. 2 in the amount of $18,139.59 for Kiln Delisle Road Bridge SAP-23(30) - signed (11254 :

Form (FAS-S.A.) SC-1
(Submit 6 copies)

Board of Supervisors
Hancock County

Request No. 003
Project No. SAP-23(30)
Date 7/22/22

Office of State Aid Road Construction
Mississippi Department of Transportation

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to Atwood Fence Company

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec. Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
S-606-B	Guard Rail W Beam	325.00	LF	$ 36.00	$ 11,700.00
S-606-D	Guard Rail Bridge End Section	4	Each	$ 3,900.00	$ 15,600.00
S-606-E	Guard Rail Term. End Type I Thrie Beam	4	Each	$ 4,100.00	$ 16,400.00
S-630-C	Reflectorized Traffic Marker (Type 3)	4	Each	$ 100.00	$ 400.00
				$	$
				$	$

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.

Date July 22, 20 22

Chris Albritton Const. Co.
Prime Contractor

By: [signature]

Address: 200 Bush Dairy Rd. Laurel, MS 39443

Approval recommended: 8/9, 20 22

County Engineer

Approved: Board of Supervisors
County

(By order of the Board, dated)

By
President

Approved recommended: , 20

State Aid District Engineer

Total this Request $ 44,100.00 = 1.59 %

Previous Request $ 68,139.59 = 2.46 %

Total to Date $ 112,239.59 = 4.05 %

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date 7/22, 20 22

Atwood Fence Co. Inc.
(Sub) Subcontractor

By: Kay Atwood-Van Meter

Address: P.O. Box 565 Kosciusko MS 39090

Approved: , 20

State Aid Engineer

Approved: , 20

Executive Director, Mississippi Department of Transportation

Revised August 2000

Attachment: Sub Contract No. 3 Atwood Fence Company (11255 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 3)

CAD-725
Rev. 12-2018

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUB-CONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

Mississippi Department of Transportation
PO Box 1850
Jackson, MS 39215-1850

Project No. SAP-23(30)
County Hancock
(Sub) Subcontract Request No. _____

I (We) X Atwood Fence Company proposed (Sub) Sub-contractor hereby certify that I (We) have X , have not _____ , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have X , have not _____ , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date _____ , 20 ____

Atwood Fence Co., Inc.
(Sub) Sub- Contractor

By: Kay Atwood-Van Skiver
Signature

Pres.
Title

NOTE: This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60 - 1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60 - 1.5. (Generally only contracts for subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60 - 1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)

Attachment: Sub Contract No. 3 Atwood Fence Company (11255 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 3)

Chris Albritton CONSTRUCTION CO.

Subcontract No.: 2211-SC-2211-002

Scheduled Start Date:

SUBCONTRACT AGREEMENT

CONTRACTOR:	CHRIS ALBRITTON CONSTRUCTION CO, INC. 2100 Bush Dairy Rd. Laurel, Mississippi 39443-7546 Phone: (601) 425-9100 Fax: (601) 425-3974	("Contractor")
SUBCONTRACTOR:	Atwood Fence Company P O Box 565 Kosciusko, Mississippi 39090 Phone: 662-289-6338 Fax: 662-289-7463 Email:	("Subcontractor")
WORK:	Guard Rails - Traffic Markers	("Work")
PROJECT:	Kiln-Delisle Road Bridge Kiln Delisle Road Pass Christian , Mississippi 39571	("Project")
OWNER:	Hancock Board of Supervisors 3068 Longfellow Drive #3 Bay St. Louis, Mississippi 39520	("Owner")
ARCHITECT ENGINEER:	Compton Engineering, Inc.	("Architect")
SUBCONTRACT DATE:	6/17/2022	("Contract")
SUBCONTRACT PRICE:	$37,815.00 Thirty Seven Thousand Eight Hundred Fifteen & Zero Cents	("Price")
MONTHLY BILING DATE:	20th Of Each Month	("Monthly Billing Date")
MONTHLY BILING MAILED TO: (1 Original 0 Copies)	CHRIS ALBRITTON CONSTRUCTION CO, INC. 2100 Bush Dairy Rd. Laurel, Mississippi 39443-7546	
RETAINED PERCENTAGE:	Zero Percent (0.0%)	("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
(The above terms are incorporated by reference and are more fully explained below.)

On this (6/17/2022) Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

Attachment: Sub Contract No. 3 Atwood Fence Company (11255 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 3)

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Article 28	Inspection, Tests And Cutting And Fitting
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Schedules

Schedule A	Description Of The Work
Schedule B	List Of Documents Included In The Contract Documents
Schedule C	Unit Prices And Allowances
Schedule D	Required Insurance Coverage
Schedule E	Temporary Facilities
Schedule F	Substance Abuse Policy

Attachment: Sub Contract No. 3 Atwood Fence Company (11255 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 3)

ARTICLE 1 - THE WORK

1.1 Subcontractor shall furnish all labor, supervision, services, materials, equipment, tools, scaffolds, transportation, storage and all other things necessary to perform the work described in Schedule A attached hereto (the "Work"), being a portion of the work required of Contractor under the Contract between Owner and Contractor. The Work shall be performed by Subcontractor strictly in accordance with the Contract Documents, which consist of the Contract and the plans, drawings, specifications addenda and other documents identified in Schedule B attached hereto, and all modifications issued hereafter thereto (the "Contract Documents"). If the Contract requires the Contractor to incorporate specific provisions or requirements in subcontract agreements, Subcontractor agrees that all of those provisions or requirements are incorporated in the Subcontract. Some of these provisions or requirement, along with other provisions, may be incorporated in a Rider attached hereto. The Rider, if any and all provisions and requirements contained therein are part of this Subcontract.

1.2 Contract Documents are available for examination by Subcontractor at the office of Contractor. The Contract made available to Subcontractor will be an unpriced copy. Subcontractor represents and agrees that it has had access to all Contract Documents and has carefully examined and understands the Contract Documents that Subcontractor deems relevant to the Work; has previously notified Contractor in writing of all ambiguities, inconsistencies and omissions, if any, in the Contract Documents that relate to the Work; has adequately investigated the nature and conditions of the Project site and locality; has familiarized itself with conditions affecting the difficulty of the Work, and has entered into this Subcontract based on its own examination, investigation and evaluation and not in reliance upon any opinions of representations of Contractor

1.3 In the performance of the Work, Subcontractor agrees that, except as expressly otherwise stated in this Subcontract, it is bound to Contractor by the terms and conditions of the Contract Documents and that Subcontractor is obligated and liable to Contractor to the same extent Contractor is obligated and liable to Owner. Subcontractor hereby assumes toward Contractor all of the duties, obligations and responsibilities that Contractor has by the Contract Documents assumed toward the Owner. Subcontractor agrees to be bound by all interpretations, decisions or other written instructions by Owner, Architect, any court, arbitration panel, administrative tribunal or other body relative to any question, interpretation, ambiguity or discrepancy in the Contract Documents in the same manner as Contractor is bound; and Subcontractor agrees to comply with and to perform the Work as required by such interpretations, decisions or other written instructions. If Subcontractor incurs any additional cost, delay or disruption to the Work as a result of any such interpretation, decision or written instruction or as a result of any inadequacy or unsuitability, including without limitation, ambiguity, inconsistency or omission in the Contract Documents, Contractor shall only be obligated to pay additional compensation to Subcontractor or to extend the Subcontractor's time for performance if Contractor receives additional compensation or an extension of time from Owner, and then only to the extent, if any, of Subcontractor's equitable portion of such additional compensation or extension of time.

1.4 The Contract Documents and this Subcontract shall be read and interpreted together. If there is a conflict regarding the scope of the Work, the document requiring the more extensive work shall prevail unless the Contract directs otherwise. Otherwise, this Subcontract shall govern in the event of any conflict between the Contract Documents and Subcontract pertaining to the relationship between Contractor and Subcontractor.

ARTICLE 2 - PRICE

Contractor shall pay to Subcontractor for the satisfactory performance and completion of the Work under this Subcontractor the sum set forth above as the Price, subject to additions and deductions as herein provided. To the extent that the Work or any changes or modifications thereto are to be performed on a unit price basis, the Price shall be computed in accordance with the unit prices set forth in Schedule C based on actual quantities determined in accordance with the Contract Documents and this Subcontract. The Price and all unit prices shown in Schedule C include compensation for all costs, direct and indirect, of Subcontractor's performance of the Work or changes thereto.

ARTICLE 3 – PROGRESS PAYMENTS

3.1 Within the (10) working days of execution of the Subcontract, Subcontractor shall submit to Contractor for approval a detailed schedule showing a cost breakdown of the Price according to the various line items, or parts, of the work (with overhead and profit allocated to each item or part of the Work), for use only as a basis for checking Subcontractor's applications for payment.

3.2 Monthly Billing. On or before each Monthly Billing Date, Subcontractor shall submit to Contractor a progress payment application on Contractor's form. The application shall include the value of the portions of the Work completed, and if the Contract Documents provide for payments for stored materials, the value of the material suitably stored (to the satisfaction of Contractor and Owner) at the Project site or other approved location ("Stored Materials"). Subcontractor shall submit a partial release of lien and general release on Contractor's form with each payment application

3.3 Payments.Subject to Article 5, within five (5) working days after receiving a progress payment from Owner, Contractor shall make a progress payment to Subcontractor equal to the approved value of the completed portions of the Work and the Stored Materials which were included in the Contractor's billing to Owner, less (a) all previous payment, (b) retainage (and any other reserve or withholding provided for in this Subcontract) and (c) all charges or backcharges for services, materials, equipment and other items furnished or otherwise chargeable by Contractor to Subcontractor. Any estimate or determination made by Owner (or Architect) of the value of the completed portions of the Work or of any deduction or offset for damages to the Work or for changes chargeable by Owner to Contractor on account of the Work, shall be binding on Subcontractor.

ARTICLE 4 - FINAL PAYMENT

4.1 Final billing from Subcontractor, including billing for all Change Orders, shall be submitted to Contractor not later than thirty (30) calendar days after completion of the Work.

4.2 The final payment, consisting of the unpaid balance of the Price, shall be due and payable within thirty (30) calendar days after all the following have occurred: (a) completion of the Work by Subcontractor; (b) acceptance of the Work by Architect and Owner; (c) final payment by Owner to Contractor under the Contract or outstanding claims, obligations, encumbrances or liens for labor, services, materials, equipment, taxes or other items incurred in connection with the Work; (d) delivery of all guarantees, warranties, bonds, instruction manuals, as-built drawings and similar items required of Subcontractor or its suppliers or subcontractors; and (f) delivery of a release of lien and general release on Contractor's form executed by Subcontractor. Contractor agrees that it is not the intent of this Subcontract that Subcontractor would be denied payment for work performed under this Subcontract or a Change Order and performed in full compliance with the Contract Documents because of Owner's refusal to pay Contractor for such work.

ARTICLE 5 - PAYMENT CONDITIONS

5.1 Subcontractor agrees that the payments made by Contractor will be held in trust by Subcontractor to be applied first to the payment of laborers, suppliers, subcontractors and others responsible for the Work and all taxes and insurance applicable thereto, and Subcontractor agrees to so hold and apply the payments from Contractor.

5.2 Contractor shall have the right at all times to contact Subcontractor's subcontractors and suppliers to insure that they are being paid in accordance with the terms of this Subcontract and the terms of their agreements with Subcontractor for labor or materials furnished for use in performing the Work. Subcontractor agrees that Contractor may, at any time, make payments due to Subcontractor by checks jointly payable to Subcontractor and one or more of Subcontractor's subcontractors or suppliers.

5.3 Subcontractor shall, as often as requested by Contractor, furnish all information Contractor requires, including, without limitation, a sworn statement, with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Subcontractor in connection with the Work and all payments made by Subcontractor on account thereof.

5.4 Withholding. In addition to retainage, Contractor may withhold from any progress or final payment all amounts which are reasonably necessary to protect Contractor against all risks, including, without limitation, attorney's fees, if any of the following occur: (i) Subcontractor fails to provide evidence satisfactory to Contractor that each of its subcontractors, suppliers and laborers has been paid for all labor, services, materials, and supplies used in the performance of the Work through the end of the pay period covered by the last progress payment (ii) the Owner reduces a payment to Contractor or backcharges Contractor for reasons attributable to the Work; (iii) a portion of the Work is unacceptable to Contractor, Owner or Architect; (iv) a third party asserts a claim against Contractor arising from the Work or evidence reasonably indicates that such a claim(s) may be filed; (v) the Subcontractor fails to carry out the Work in accordance with the Subcontract; (vi) the Work is not progressing in accordance with or will not be completed within the time allowed by the Schedule, (vii) Subcontractor fails to furnish certificates of insurance in compliance with Article 12 or bonds in compliance with Article 11; (viii) Subcontractor has not executed all contract documents, (ix) certified payrolls, if required, are not current, or (x) Subcontractor has not met its obligations under another subcontract with the Contractor.

5.5 No Payment shall be evidence of the performance or progress of the Work or constitute or imply acceptance by the Contractor of any portion of the Work. Subcontractor agrees that acceptance of any payment shall constitute a release of the Contractor from all claims, or liability, other than for retainage, for any work, services, materials or equipment performed or furnished or for anything which occurred or which failed to occur during the payment period to which the payment relates. Acceptance of final payment by Subcontractor shall constitute a general release of Contractor, its surety and Owner.

5.6 As a condition precedent to any progress payment, final payment or retainage payment, the Owner must have first paid the Contractor for the progress payment, final payment or retainage payment.

ARTICLE 6 - TIME

6.1 Time is of the essence in the performance of this Subcontract. Subcontractor is aware of the Contract Time (as defined in the Contract Documents) and agrees to take any and all steps necessary to ensure that the Work is performed in such time as to permit Contractor to meet its obligations to Owner in accordance with the schedule for the Project to be prepared by Contractor ("the Schedule"). If Subcontractor fails to maintain the progress required by the Schedule and such failure is Subcontractor's fault, in whole or in part, Subcontractor agrees, at its sole cost and expense, to take whatever actions are necessary to get the Work back on schedule

6.2 Subcontractor agrees, at its sole cost and expense: (a) to submit to Contractor within fourteen (14) calendar days of the date of the Subcontract, a detailed, proposed schedule for the Work for Contractor's use in preparing the Schedule for the Project; (b) to begin the Work upon Contractor's order to do so; (c) to cooperate with Contractor and its other subcontractors and the other contractors, if any, (d) to perform the Work in such sequence as Contractor may direct; (e) when requested, to provide all information required to prepare updates or revisions to the Schedule, and (f) to furnish at all times sufficient and qualified forces and supervision, adequate and conforming materials, equipment, tools and all other things necessary to achieve the progress required by the Schedule. Subcontractor agrees that Contractor has full discretion with regard to

Attachment: Sub Contract No. 3 Atwood Fence Company (11255 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 3)

preparation to the Schedule and updates or revisions thereto during the course of the Project, and that Subcontractor shall perform the Work in accordance with the requirements of the Schedule and all revisions or updates thereto.

6.3 Subcontractor agrees: (a) to order (for manufacturer and/or purchase and delivery) all materials and equipment required for the Work as soon as possible to avoid delays caused by unavailability; (b) to furnish Contractor within thirty (30) calendar days of the date of this Subcontract a list of major materials and equipment required for the Work, showing the name, address and telephone number of the supplier and the dates on which such materials and equipment are expected to be delivered to the Project site; (c) to furnish Contractor, upon demand, a copy of each major purchase order and subcontract (at Subcontractor's option, price information may be deleted) (d) to cause a qualified home office supervisory representative to attend scheduled progress meetings; and (e) to notify Contractor immediately and confirm in writing within forty-eight (48) hours, if Subcontractor finds that any item cannot be delivered as required to maintain the Schedule.

6.4 Damages. Subcontractor represents that it has satisfied itself as to any provision in the Contract Documents concerning liquidated damages, and agrees that in the event liquidated damages are imposed by Owner on Contractor as the result, in whole or in part, of the performance or non-performance of Subcontractor, such liquidated damages (or an appropriate share thereof) will constitute one element of the damages that Contractor shall be entitled to recover from Subcontractor by backcharges or otherwise. In addition, Subcontractor agrees to reimburse Contractor for any loss or damage, including damages that may become due to the Owner under the Contract Documents, and for any extra expense incurred by the Contractor that result from Subcontractor's failure to deliver timely any and all materials or failure to perform timely any and all Work.

ARTICLE 7 – EXTENSION OF TIME

Subcontractor shall be granted an extension of time for delays in the performance of the Work only to the extent an extension is allowed the Contractor by the Owner for performance of the Work; provided, if Subcontractor is delayed by Contractor or other subcontractors of Contractor, and Subcontractor gives the required notice, Subcontractor shall be entitled to an extension of time equal to the delay. Regardless of the cause of the delay, the Subcontractor agrees it shall not be entitled to compensation or damages for any delay (including, without limitation, impact, inefficiency and disruption) in the performance of the Work except to the extent that Contractor shall receive such compensation or damages from Owner or other third party. Subcontractor shall not be entitled to an extension of time or to compensation or damages for any delay unless a written notice of that delay is delivered to Contractor within two-thirds of the time period allowed by the Contract Documents or within seven (7) calendar days of the beginning of the event causing the delay, whichever is the shorter period of time.

ARTICLE 8 - CHANGES

8.1 Without notice to Subcontractor's surety and without invalidating this Subcontract or the surety bonds, Contractor may from time to time, by written directive to Subcontractor, require Subcontractor to make changes in the Work (both additions and deletions), and the changed work shall be part of the Work. Subcontractor shall perform changed work as part of the Work and in accordance with the terms of this Subcontract, when directed to do so in writing by Contractor.

8.2 Subcontractor specifically agrees that it is bound by any and all disclaimers in the Contract Documents that relate to subsurface, latent conditions, differing conditions, unknown conditions or that otherwise deal with changed conditions at the Site ("Differing Conditions"). Should Subcontractor encounter Differing Conditions during the progress of the Work, Contractor's attention shall be called to same in writing before such conditions are disturbed.

8.3 Within two-thirds of the time period required by the Contract Documents or seven (7) calendar days of a change in the Work or discovery of a Differing Condition, whichever is the shorter period of time, Subcontractor shall submit to Contractor a written proposal for the change in the Work or the Differing Condition amply detailed and supported and conforming to the requirements of the Contract Documents and the Subcontract. Subcontractor agrees that it waives all its rights to both price and time adjustments if it fails to submit its written proposal within the required time.

8.4 Subcontractor agrees that adjustments in the Price (including the Subcontractor's costs, if any, caused by changes to the work of others) or the time the Work for changes directed by Owner for the Differing Conditions shall be limited to Subcontractor's portion of the adjustments actually made by Owner under the Contract Documents (less, in the case of price adjustments, any markup or other similar amount allowed by Owner for Contractor's account). When changes are the subject of unit prices under Schedule C, the Price adjustment shall be limited to the amount obtained by applying such unit prices to the number of units allowed by Owner.

8.5 Subcontractor's price quotations for all changes or Differing Conditions shall be based on actual savings or costs. Actual savings and costs will include the following items: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and other charges or fringe benefits required by law, agreement or custom; workmen's compensation insurance, bond premium, actual rent for, or reasonable rental value of Subcontractor owned equipment and machinery; all other costs to be incurred in or as a consequence of the change or Differing Conditions plus allowances for all direct and indirect overhead costs (site, branch and home office); and profit.

8.6 A Change Order to this Subcontract is a written modification of terms of the Subcontract signed by the parties. Once an agreement has been reached with respect to whether Subcontractor is entitled to price or time adjustments as a result of changed work, including deleted work, or Differing Conditions, the agreement shall be reflected in a Change Order.

8.7 The parties agree to attempt to determine the amount of any Price adjustment and the extent of any time adjustment: (a) prior to performance of the changed work for a change which adds any work; (b) prior to the deletion for a change which only deletes work; and (c) promptly after the discovery of Differing Conditions for Differing Conditions. Subcontractor, however, will promptly proceed with changes (whether additions or deletions) and with the Work despite Differing Conditions when directed to do so in writing by Contractor even if Subcontractor and Contractor have not agreed upon price and time adjustments related to the changes or Differing Conditions. In such event, Subcontractor shall maintain records of the actual costs Subcontractor incurred or saved as a result of the changes or as a result of the Differing Conditions and furnish such records to Contractor on a weekly basis. The final adjustment in the Price or time of performance as a result of the changed work or the Differing Conditions will then be determined after final completion of the Work. Subcontractor's failure to comply with a written directive from Contractor to proceed with a change or to proceed with the Work despite Differing Conditions is a material breach of this Subcontract.

8.8 Subcontractor shall not proceed with changed work in any event unless it first receives a written directive from Contractor or a Change Order which covers the changed work has been issued and agreed to. Subcontractor shall not be entitled to either a price or time adjustment if it performs changed work before receiving a written directive or a Change Order from Contractor to perform such changed work.

ARTICLE 9- DISPUTES CONCERNING WORK SCOPE

In the event there is a dispute whether any work is part of the Work, Subcontractor shall proceed with such work as if it were part of the Work on receipt of a written directive to do so from Contractor. Subcontractor shall make the claim, if any, for a Price or time adjustment as if such work were changed work; and if Contractor and Subcontractor cannot reach an agreement with regard to the work in dispute, then the issue shall be resolved through arbitration as provided in Article 29.

ARTICLE 10 - PRICING AND DOCUMENTATION

10.1 General. Subcontractor agrees to comply fully with all federal, state and local laws, ordinances and regulations relating to cost and pricing data (including certification thereof), audit of books and records and certification of claims to the full extent such laws, ordinances and regulations are applicable to the Contractor.

10.2 Price and Cost Data. In addition to and without limiting the obligations imposed in Paragraph 10.1 above, Subcontractor agrees and represents that all cost and pricing data and all data related to requested time adjustments submitted by it in connection with any claim, proposal or request for an addition to or decrease in the Price or for an extension of time (including, without limitation, a request or proposal for a Change Order and/or claims made in arbitration and litigation) shall be accurate and complete, shall accurately represent the actual costs Subcontractor has incurred or saved or reasonably expects to incur or save and shall set forth the adjustment in the Price and extension of time that Subcontractor in good faith believes it should receive.

10.3 Audit. In addition to and without limiting the obligation assumed in Paragraph 10.1 above, Subcontractor agrees that Contractor has the right to cause the books and records of Subcontractor to be audited by Contractor or an independent auditor selected by Contractor in order to verify the completeness and accuracy of the COST and pricing data submitted by Subcontractor to Contractor in connection with any claim or proposed or requested adjustment to the Price. Contractor shall bear the cost of such audit unless the audit establishes that Subcontractor's cost and pricing data was not complete and accurate, in which case Subcontractor shall bear the cost. The purpose of Paragraph 10.3 is limited to providing the right of audit when necessary to verify the completeness or accuracy of cost and pricing data submitted by Subcontractor in connection with any claim or requested adjustment to the Price.

10.4 Certification of Claims. In addition to and without limiting the obligation assumed in Paragraph 10.1 above, upon written request of Contractor, Subcontractor agrees to cause a responsible, authorized Officer to execute and furnish to Contractor a certificate certifying that any claim submitted by Subcontractor to Contractor is made in good faith, that the supporting data are accurate and complete to the best of Subcontractor's knowledge and belief, and that the price or time adjustments requested accurately reflect the adjustment(s) for which the Subcontractor believes the Contractor and/or Owner is liable.

10.5 Indemnity. In exchange for ten dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, Subcontractor agrees to indemnify and hold Contractor harmless from all costs, expenses (including legal and accounting fees and associated costs), fines, forfeitures, claims and other liabilities that Contractor incurs, in whole or in part, as a result of Subcontractor failing to comply fully with any obligation arising under paragraphs 10.1, 10.2, 10.3 or 10.4 above.

ARTICLE 11- BONDS

11.1 If so indicated on page 1 hereof, Subcontractor shall furnish, within ten (10 calendar days of the date of the Subcontract, at its expense, separate performance and labor and material payment bonds, each in an amount equal to the Price, on Contractor's standard forms and with a surety or sureties satisfactory to Contractor.

11.2 No payment shall be made to Subcontractor for work performed pursuant to this Subcontract until the required payment and performance bonds have been delivered to Contractor. Provided, in the event the Subcontractor cannot provide the Contractor with the required payment and performance bonds, Contractor may elect, without waiving the right to insist upon such bonds at any time, to permit the Subcontractor to proceed without bonds. If Contractor subsequently elects to insist on bonds, and

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Subcontractor either refuses to or cannot provide payment and performance bonds, then Contractor shall have the right to terminate subcontractor's right to proceed under this Subcontract in accordance with Paragraph 27.2 and to pursue any and all other remedies available to Contractor.

11.3 Subcontractor shall furnish an additional and/or substitute performance bond and labor and material payment bond, with a surety or sureties satisfactory to Contractor if:

(a) Any surety upon any bonds furnished with this Subcontract becomes unacceptable to the Contractor.
(b) Any surety fails to furnish reports on its financial condition as may be required by the Contractor.
(c) The Price is increased so that penal sum of any bond becomes inadequate in the sole opinion of the Contractor.

11.4 Contractor has the right, but not an obligation, to require a Consent of Surety for any modification, change or alteration to the Subcontract. Failure of Subcontractor to submit a Consent of Surety within seven (7) calendar days after Contractor requests the consent will constitute a material breach of the Subcontract.

11.5 Contractor has the right, but not an obligation, to make final payments, including paymem of retainage, by joint check to Subcontractor and Subcontractor's surety.

ARTICLE 12 - INSURANCE

12.1 Before commencing the Work, Subcontractor shall provide and pay for insurance coverage's not less than those specified in Schedule D attached hereto from companies acceptable to Contractor. The limits and types of insurance required by this contract are the minimums required and shall not relieve, reduce or limit the liability of the Subcontractor. Such insurance shall remain in effect for one (1) year after completion of the project. If the Project includes residential property, the insurance provided shall not exclude residential work; such exclusion shall be considered a material breach of this subcontract.

12.2 Subcontractor shall furnish a certificate and the appropriate general liability endorsements, satisfactory to Contractor, from each insurance company providing coverage to Subcontractor. The certificate shall show the required insurance to be in force and state that the insurance will not be cancelled, non-renewed or materially changed except after providing at least thirty (30) days actual, written notice to Contractor or longer if required by the Contract Documents. Contractor shall have the right but not the obligation to review all of Subcontractor's insurance policies applicable to the Project.

12.3 With respect to the insurance required to be furnished by this agreement, Subcontractor and its sub-subcontractors and their insurers hereby waive all rights of subrogation against the Contractor, the Owner, and their Officers, Agents, and Employees and any other entity(s) or person(s) required by the contract between Contractor and Owner.

12.4 Subcontractor shall immediately advise Contractor, in writing, of the facts and details of every accident and personal injury occurring in connection with the Work and shall make available, if requested by Contractor, a copy of every accident report made to Subcontractor's insurance carrier(s).

12.5 In the event that damage or loss to the Work is covered by any Builder's risk or similar property insurance policy provided by the Contractor or Owner, Subcontractor agrees to pay its pro-rata share of any applicable deductible as the loss to Subcontractor's Work applies to the total 1055.

12.6 Before beginning any work on the project, Subcontractor shall cause Contractor, Owner, Architect, Engineer and their Officers, Agents and Employees and any other entity(s) and or person(s) required by the contract between the Contractor and the Owner, to be named as additional insured's under the Subcontractor's General Liability, Automobile Liability and Excess Liability Policy(s). Subcontractor and its insurer(s) agree that for liabilities and responsibilities assumed by the Subcontractor under this agreement, such policies shall be primary insurance for the Contractor and any other Additional Insured(s) and that the insurance maintained by the Contractor and other Additional Insured's shall be Excess and Non-Contributory. Compliance with this requirement shall be accomplished by endorsement to the policies as specified in Schedule D attached.

ARTICLE 13 - DAMAGES

Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other property owner, rented, or used by Subcontractor, or anyone employed by Subcontractor, in the performance of the Work, and Subcontractor shall maintain such insurance and take such protective action as it deems desirable with respect to such property. Except to the extent of any proceeds received by Contractor for the benefit of Subcontractor under a builders' risk or fire insurance policy, Subcontractor agrees that Contractor shall not be responsible for any loss or damage to the Work. Subcontractor shall take all precautions necessary to protect the Work from loss or damage prior to acceptance of the Work by Owner. Subcontractor shall be responsible for the correction or restoration of any loss of and all damage to the Work occurring prior to acceptance of the Work by Owner and for the correction or restoration of any loss of and all damages to the Work of Contractor or any other subcontractor, resulting from the operations of Subcontractor, or its subcontractors, agents, or employees.

ARTICLE 14 - INDEMNITY

14.1 In exchange for ten dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of the Subcontract, Subcontractor agrees to defend, indemnify and hold harmless Contractor and Owner, and their Officers, directors, agents and employees, separately and severally, from and against any claim, cost, expense, or liability (including attorneys' fees), attributable to bodily injury~ personal injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused in whole or in part by, arising out of, resulting from, or occurring in connection with the performance of the Work by Subcontractor, its subcontractors, or their agents, or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder, provided, however, Subcontractor's duty hereunder shall not arise if such injury, sickness disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. Subcontractor's obligation hereunder shall not be limited as to amount or type of damages by the provisions of any worker's compensation act, disability act or other employee benefit act.

14.2 If Owner or any other person or entity assens a claim or institutes a suit, action or proceeding against Contractor involving the manner or sufficiency of the performance of the Work, Subcontractor shall, upon written request of Contractor, promptly assume the defense of such claim, suit, action or proceeding, at Subcontractor's expense, Subcontractor shall indemnify and save harmless Contractor and its agents and employees, from and against any liability, loss, damage, or expense, including attorneys' fees, arising out of or dated to such claim, suit, action or proceeding in accordance with Paragraph 14.1. Contractor shall also be entitled to recover any attorney's fees or other costs expended in enforcing this indemnification and defense obligation.

14.3 [Reserved].

14.4 Subcontractor expressly agrees that this indemnification, defense and hold harmless agreement is valid as of the date of the subcontract even if the subcontract is not fully executed until after the date of the subcontract and is intended to include, without limitation, all claims, (events, or losses which may have occurred on or after the date of the subcontract regardless of whether the subcontract was fully executed prior to the date of the claim, event, or loss.

ARTICLE 15 - ASSIGMENTS AND SUBCONTRACTS

Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any substantial part of the Work without the prior written consent of Contractor. Subcontractor shall not be relieved of its duties and obligations hereunder by any assignment or subcontract, and Subcontractor shall be and remain fully responsible and liable for the acts and omissions of its assignees and subcontractors, and all persons directly or indirectly employed by them.

ARTICLE 16 - COMPLIANCE

16.1 Subcontractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity". Subcontractor shall defend, indemnify and save harmless Contractor and Owner and their agents and employees from any loss, liability, expense (including attorneys' fees), citations, assessments, fines or penalties resulting from violations of such statutes, ordinances, rules, regulations or orders in connection with the performance of the work.

16.2 Subcontractor warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986, including but not limited to all of its I-9 employer verification provisions, and any future changes to the Act, as well as with any applicable State immigration compliance laws. Subcontractor warrants that it has an I-9 verification policy which it administers uniformly throughout the company. Should Subcontractor ever be made aware of any Notice of Intent to Fine for its employer verification practices, or for a Request for I-9 inspection by Department of Homeland Security or United States Department of labor, it will, within 5 business days, notify Contractor in writing and will subsequently provide the results of the Notice of Intent to Fine or I-9 inspection process. This obligation applies as well to any compliance notices received from any applicable State authority.

16.3 Subcontractor is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

ARTICLE 17 - SAFETY

17.1 Subcontractor accepts complete responsibility for the health and safety of its employees and its subcontractors' employees, the safe performance of the Work, compliance with safety procedures and policies issued by the Contractor and in the Contract Documents, and compliance with all applicable health and safety laws, including the regulations and standards of the Occupational Safety & Health Act of 1970 ("OSHA"), as amended. Subcontractor shall cooperate with Contractor, Owner and all other contractors and subcontractors in their respective safety programs.

17.2 In the event that Subcontractor or any of its employees or its subcontractors' employees fails to comply with any health and safety requirements or if Contractor deems any part of the Work unsafe, Contractor may require Subcontractor to stop work and/ or remove any non-complying employees. Subcontractor shall not be entitled to any additional time or money as a result of Contractor stopping the Work when the Work was stopped due to Contractor's concern about safety deficiencies.

17.3 Subcontractor shall comply with the safety-related recommendations of insurance companies having an interest in the Project.

17.4 Contractor shall have no duty to monitor Subcontractor's practices or performance of the Work for safety and shall have no duty to stop Subcontractor's unsafe practices or to ensure that Subcontractor's practices and methods of performing the Work are safe.

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17.5 Subcontractor will report the occurrence of serious injury or equipment/property damage to Contractor's Project Manager immediately. In addition, Subcontractor shall submit to the Contractor's Project Manager the following, when applicable, within five (5) working days of the injury or damage: (a) a copy of "Employer's First Report of Injury"; (b) a copy of all property/casualty insurance claim reports; and (c) a copy of all OSHA inspection/citation reports.

17.6 Subcontractor will provide a means of fall protection for all employees working in areas where they are exposed to falls of greater than six feet.

17.7 Prior to starting work, Subcontractor will evaluate its work plan for the project to assess safety hazards which may be encountered and will notify Contractor of its plan for abating safety hazards in its work.

ARTICLE 18 - CLEANING UP

18.1 Subcontractor shall, at its sole cost and expense: (a) keep all areas in which it is working free from Subcontractor's waste materials, packaging and other debris by collecting and removing such debris on a daily basis; (b) at the completion of the Work in an area, make that area "broom-clean"; and (c) prior to final inspection, clean and prepare the Work for acceptance by Owner.

18.2 If Contractor incurs any expenses performing cleanup work for the Subcontractor, Subcontractor will be back charged for such expenses, provided Contractor gave Subcontractor written notice of Subcontractor's failure to comply with its obligation to keep its work areas clean and free of waste materials at least twenty-four (24) hours prior to the time when Contractor performed cleanup work for the Subcontractor. If Contractor performs cleanup work involving more than one subcontractor's work, Contractor's decision on the allocation among subcontractors of cleanup costs incurred by Contractor shall be final and binding on Subcontractor.

ARTICLE19 – TEMPORARY FACILITIES

Temporary facilities and services shall be provided by the Contractor in accordance with schedule E attached hereto

ARTICLE 20 – QUALITY

Subcontractor shall provide materials and workmanship conforming to the requirements of the Contract Documents. Subcontractor shall provide proper facilities and opportunity at all times for the inspection of the Work by Contractor, Owner, Architect and their representatives. Subcontractor shall, within twenty-four (24) hours after receiving written notice from Contractor, at Subcontractor's sole cost and expense, take down and remove from the Project site all portions of the Work which the Contractor, Owner or Architect have condemned as unsound, improper or as failing in any way to conform to the Contract Documents or this Subcontract and shall replace the same with proper and conforming work. Subcontractor shall be responsible for all work damaged or destroyed in connection with the removal or replacement of condemned work. Contractor's failure to discover and notify Subcontractor of defective or nonconforming work at the time the Work or any portion thereof is performed or completed shall not relieve Subcontractor of responsibility for replacement of the defective or nonconforming work and all damages resulting there from. If the Owner elects to accept defective or nonconforming work, Contractor may require Subcontractor to accept an adjustment in the Price to the extent Owner requires Contractor to do so, and/or furnish an extended warranty.

ARTICLE 21- GUARANTEES

Subcontractor warrants and guarantees the Work to the full extent provided for in the Contract Documents and to the full extent required of Contractor of Subcontractor by the law of the state where the Project is located. Without limiting the foregoing or any other obligation with respect to the Work, Subcontractor shall, at its sole cost and expense, make good any faulty, defective or improper parts of the Work discovered by the Contractor, Architect or Owner within one (1) year from the date of acceptance of the Project or within such longer period as may be required by the Contract Documents or by law.

ARTICLE 22 - SUBMITTALS

22.1 Subcontractor shall promptly prepare or obtain and submit to Contractor all shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports, engineering calculations and submittals ("Submittal") required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. All Submittals shall be submitted so as to permit the Work to be performed in accordance with the Schedule.

22.2 Neither review of nor approval of Submittals by Contractor, Owner or Architect shall relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents or its responsibility for the proper matching of the Work to contiguous work. Subcontractor shall identify each and every variance between any Submittal and the requirements of the Contract Documents at the time of transmission either prominently on the Submittal or specifically in a transmittal letter accompanying the Submittal. No modification, revision or other notation on a Submittal that changes or modifies the Contract Documents shall be valid (even if the drawing or Submittal is approved) unless there is a Change Order issued approving same.

ARTICLE 23- PERFORMANCE

23.1 Subcontractor, in performing the Work, acts as an independent contractor and not as an agent or employee of Contractor. Subcontractor, consistent with the requirements of the Contract Documents, the Subcontract and the Schedule, is free to perform the Work by any appropriate means as it may choose.

23.2 Subcontractor shall notify and obtain the approval of Contractor before the arrival of Subcontractor's forces or delivery of materials and equipment to the Project site, before any substantial change in either the composition or size of its forces, and before leaving the Project site.

ARTICLE 24 - LIENS

Subcontractor agrees to turn the Work over to Contractor free and clear of all liens, claims or encumbrances. Subcontractor shall defend, indemnify and save harmless Contractor, Contractor's sureties and Owner from any lien, encumbrance, claim of lien or suit in connection with a lien or encumbrance filed or maintained by any laborer, material men, subcontractor, or other person directly or indirectly acting for, through or under Subcontractor, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to Contractor or from Contractor to Subcontractor. Without limiting the foregoing, Subcontractor shall cause any such lien, encumbrance or claim of lien to be satisfied, removed or discharged by bond, payment or otherwise within ten (10) days from the date of filing or receipt of notice, whichever is earlier. Failure to do so is a breach of the Subcontract whether the claim of the party filing the lien is valid or not, and Contractor shall be indemnified from all losses and costs, including, without limitation, Owner and Contractor's attorneys' fees, incurred as a result of any such claim or lien and those costs incurred in enforcing the indemnification obligation of Subcontractor.

ARTICLE 25 – PATENTS AND COPYRIGHTS

Subcontractor shall defend, indemnify and save harmless Contractor and Owner from and against any claim, cost, expense or liability (including attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent rights or copyrights in connection with the Work, except to the extent that Owner may have assumed responsibility therefore under the Contract Documents. Subcontractor shall pay all royalties, license fees and similar charges for patented or copyrighted material used in or incorporated in the Work.

ARTICLE 26 - LABOR

26.1 Subcontractor agrees that strikes, slowdowns or similar interruptions or disturbances (including cases where the Subcontractor's employees are engaged in a work stoppage solely as a result of a labor dispute involving Contractor or others and not in any manner involving Subcontractor) shall not excuse Subcontractor from the obligation to perform the Work timely and in accordance with the Schedule; and in such event, Contractor shall be entitled to the rights and remedies provided in Paragraph 27.2. Subcontractor shall maintain and exercise control over all employees engaged in the performance of the Work, and shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly performance of the Work in the opinion of the Contractor.

26.2 Contractor is an equal opportunity employer complying with Title VII of the Civil Rights Act of 1964.

26.3 Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, disability, sex or national origin.

ARTICLE 27 – TERMINATION AND DEFAULT

27.1 Contractor, by written notice, may terminate the Subcontract in whole or in part for Contractor's convenience. In such event, Subcontractor will be compensated for the reasonable cost of all work performed and all materials purchased for the Work prior to the termination including a reasonable profit thereon, plus reasonable out-of-pocket costs of terminating the Work, but shall receive no compensation, profit or overhead for unperformed work or for materials not yet purchased. Regardless of the foregoing, the total sum Subcontractor shall be entitled to be paid in the event of a termination for convenience, including all prior payments to Subcontractor, shall not exceed the Price. Subcontractor shall not be entitled to any other compensation or payment, in the event of a termination for convenience other than as specifically provided in this Paragraph 27.1.

27.2 If Subcontractor voluntarily seeks protection of the Federal Bankruptcy Laws or is involuntarily placed in bankruptcy, or if any action is brought against Subcontractor which impairs the ability of Subcontractor to perform its obligations under this Subcontract, or if the Subcontractor makes a general assignment for the benefit of creditors, or if a receiver for Subcontractor is appointed, or if Subcontractor refuses, fails or is unable to supply enough properly skilled workmen or materials to perform the Work according to the Schedule, or if Subcontractor fails to make prompt payments for materials or labor supplied to Subcontractor for the Work, or if Subcontractor disregards laws, ordinances, rules, regulations, or orders of any public authority related to the work, or if Subcontractor otherwise violates any provision of the Contract Documents then Contractor shall have the right to notify Subcontractor, in writing, of Subcontractor's default in performance, and to require that Subcontractor cure such default within seven (7) calendar days after its receipt of such notice, then Contractor may, at its option, without releasing or waiving any other rights and remedies against Subcontractor and Subcontractor's sureties and without prejudice to any other right it may be entitled to under this Subcontract or by law, terminate Subcontractor's right to proceed under this Subcontract by written notice. Notwithstanding the foregoing notice requirement, Contractor may, in its sole discretion, supplement the forces of Subcontractor to perform a portion of Subcontractor's work upon twenty-four (24) hours notice of Subcontractor, and charge Subcontractor the costs associated with the supplementation if Subcontractor is in default of this Subcontract. After such termination and without further notice, Contractor may enter upon and take possession of all materials, equipment, tools, construction equipment and machinery located on the site, stored off site or located at other facilities of Subcontractor or its subcontractors or vendors and which are allocated to or assigned to the Project or which were purchased for the Project, and Contractor or its designee may complete the Work by whatever method Contractor deems reasonable under the circumstances. In the event of such termination by Contractor, Subcontractor shall not be entitled to any further payment or compensation except as provided in this Paragraph 27.2. In the event the unpaid balance of the Price, after deduction of all claims that Contractor may have against Subcontractor, exceeds the total cost of finishing the Work (including without limitation Contractor's reasonable overhead and profit, the cost of Architect's additional services, attorneys' fees and all other legal costs and all other costs and charges related to the termination or the completion

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of the Work), such excess shall be paid to Subcontractor upon satisfaction of the conditions for final payment set out in Article 4. In the event the total cost of completing the Work, including Contractor's additional costs and attorney's fees, exceeds the unpaid balance of the Price, Subcontractor and its sureties shall be liable to and shall promptly pay such difference to Contractor.

27.3 If Subcontractor is prevented from working for a period of sixty (60) calendar days under order of any court or other public authority having jurisdiction through no act or fault of the Subcontractor or its agents or employees, or any other persons performing any of the Subcontractor's Work, or as a result of an act of government (such as declaration of national emergency making materials unavailable for Subcontractor's Work), then Subcontractor may terminate this Subcontract and recover from the Contractor payment for all of Subcontractor's Work completed prior to the termination and in place (less the amount of Contractor's claims against Subcontractor, if any); provided nevertheless, that such payment (a) shall include profit and overhead only for the portion of the Work completed and in place; (b) shall be Subcontractor of all of the conditions of Articles 4 and 5, to the extent of the Work completed prior to the termination hereunder. In the event of such termination, Subcontractor shall have no right to any compensation or recovery of any kind, including without limitation, consequential damages, from Contractor except as specifically provided in this Paragraph 27.3.

ARTICLE 28 - INSPECTION, TESTS AND CUTING AND FITTING

28.1 Subcontractor agrees to perform all tests and inspections called for in the Contract Documents and to make provision for inspection and testing by Contractor, Owner or Architect at the Project site or at Subcontractor's facilities to determine whether the Work or materials and equipment or processes used in the Work confirm with the Contract Documents. The failure of Contractor, Owner or Architect to inspect, to test or to discover defective workmanship, materials or equipment shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents and shall not prejudice the rights of Contractor, Owner or Architect to reject or require correction of the same.

28.2 Subcontractor shall do all cutting, fitting or patching necessary for the performance of the Subcontract Work. Subcontractor will repair or pay the cost or repair of any damage, including, without limitation, damage to work performed by others, caused by Subcontractor in the performance of the Work.

ARTICLE 29 – CLAIMS AND DISPUTES; ARBITRATION

29.1 The parties hereto intend that all claims of Subcontractor shall be resolved in accordance with the provisions of the Contract Documents and this Subcontract, including Articles 8, 9 and this Article 29, and that Subcontractor's recoveries on its claims, if any, shall be limited to Subcontractor's portion of the relief Contractor receives from Owner as a result of such claims.

29.2 Contractor agrees to make a good faith effort to have Owner honor any just claim presented by Subcontractor. Subcontractor shall be responsible for the prosecution and presentation of any claim against or to Owner and shall pay all expenses of said prosecution or presentation, including without limitation, attorneys' fees. It shall be Subcontractor's obligation to give Contractor adequate notice to ensure that Contractor can give all notices required by the Contract Documents with respect to such claim in a timely manner. In addition to the other provisions of this Subcontract dealing with payment, Change Orders or notice requirements, Subcontractor understands and agrees that Subcontractor waives all right to and has no right to payment for any claim or request for additional compensation of any kind that is submitted more than thirty (30) calendar days after the completion of the Work. Except as provided in Paragraph 29.3 hereof, Subcontractor agrees to be bound by the determination of Owner or Architect with respect to all claims.

29.3 If an appeal or legal proceeding is specifically permitted by the Contract Documents and if requested in writing by Subcontractor, Contractor will, in its name and on Subcontractor's behalf, appeal any decision of Owner or Architect or institute a legal proceeding against the Owner or Architect, then in any such event, the Subcontractor shall be responsible for filing fees, court costs, expert fees and any expenses, arbitration costs and attorneys' fees, attributable thereto (and, if requested, shall make an advance deposit for such costs) and shall render all assistance requested by Contractor. If claims on behalf of other subcontractors are involved in such an appeal or legal proceeding, Subcontractor shall pay only its proportionate share (as determined by the ratio of the face amount of its claim to the total of all claims) of the costs and expenses. Subcontractor shall be bound by the determination rendered on such an appeal or in such legal proceeding and shall be entitled only to its proportionate share of any actual net recovery from Owner, less Contractor's overhead and profit.

29.4 Except as provided in Paragraph 29.5, any claims of Subcontractor that cannot be resolved in accordance with the provisions of the Contract Documents or the Subcontract, shall be finally determined by binding arbitration in accordance with the current Construction Industry Rules of the American Arbitration Association by one or more arbitrators selected in accordance with said Rules. The parties acknowledge that this Subcontract evidences a transaction involving interstate commerce and that this agreement to arbitrate is enforceable under 9 U.S.C., §§ 1, et seq. The place of arbitration shall be selected by the Contractor. Subcontractor shall not stop, hinder or delay the Work in any way during the pendency of arbitration. Should the Contractor through litigation, arbitration, or other means seek enforcement of any of the provisions hereof or seek to protect its interests in any matter arising under this Subcontract, or seek to collect damages for the breach of this contract, or seek to prosecute or defend any suit resulting from this Subcontract, or seek to recover on the performance and payment bond given by the Subcontractor under this contract, the Subcontractor and his surety, jointly and severally, agree to pay Contractor all costs, expenses, and attorneys' fees incurred in the investigation, preparation, and trial or hearing of such matters and otherwise reasonably related thereto.

29.5 Regardless of the agreement to arbitrate set forth in Paragraph 29.4, Subcontractor hereby agrees that upon Contractor's request, Subcontractor will consent to becoming a party to any legal proceeding involving the Project and Subcontractor's work and to the jurisdiction of any court or other forum in which the proceeding is pending. Subcontractor acknowledges that this provision is intended to permit Contractor to cause Subcontractor to be a third party defendant to claims by Owner, other subcontractors or third parties against Contractor.

29.6 Pending final resolution of a claim, including arbitration, unless otherwise agreed in writing, the Subcontractor shall proceed diligently with performance of the Contract and the Contractor shall continue to make payments in accordance with the terms of this Subcontract.

ARTICLE 30 - SUBSTANCE ABUSE POLICY

30.1 Subcontractor agrees to implement Contractor's Substance Abuse Policy contained in Schedule I attached hereto (the "Policy") or a substance abuse control program substantially similar to the Policy. Subcontractor agrees that it will enforce the prohibitions contained in the Policy or its own program, will test for drugs and alcohol pursuant tot the Policy or its own program, and will be responsible for receiving test results from the testing laboratory and administering discipline as required by the Policy or its own program.

30.2 Subcontractor specifically agrees to test its employees for drugs on a random basis as stated in the Policy or pursuant to its own program. As part of this random testing requirement, Subcontractor agrees to test all of its employees on the Project site on the date or dates Contractor selects to test its own employees.

30.3 Contractor agrees to defer to Subcontractor's interpretation of the Policy or its own program as it applies to Subcontractor's employees with regard to matters such as testing (other than random testing) and discipline as long as Subcontractor's interpretation is reasonable and is consistent with the purpose of the Policy to prevent substance abuse by all employees on the Project site.

ARTICLE 31- HAZARDOUS SUBSTANCES

Subcontractor agrees and guarantees that it will not employ any materials in the performance of the Work or install any materials which contain hazardous substances except as permitted by applicable law. Subcontractor further agrees that it will remove (in a manner in accordance with applicable law) any materials which contain hazardous substances and which were installed by Subcontractor in violation of this provision, will replace them with materials that do not contain hazardous substances and will repair any of the Work or the work of others damaged by such removal and replacement. The removal, replacement and repair shall be at Subcontractor's sole expense. Subcontractor also agrees, in exchange for ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, to indemnify and defend Contractor from any and all claims, damages, expenses and liability of any kind relating in any way to Subcontractor's use of or installation of materials containing hazardous substances.

ARTICLE 32 - USE OF CONTRACTOR'S EQUIPMENT

If Subcontractor uses the equipment, machinery, tools or materials of Contractor or other subcontractors or if Contractor performs any of the work for Subcontractor which Subcontractor is required by this Agreement to perform, Subcontractor agrees to defend, indemnify and hold harmless Contractor, its agents and employees against any claims, demands or lawsuits for loss or damage to property or personal injury which may be made against Contractor arising from or related to the use by Subcontractor of the equipment, machinery, tools or materials of Contractor or the performance of Subcontractor's work by Contractor. In addition to the obligations set forth above, Subcontractor agrees to waive all rights to claim against Contractor for any loss, damage or lawsuit incurred by Subcontractor which results from Subcontractor's use of the equipment, machinery, tools or materials of Contractor or from the performance of a portion of Subcontractor's work by Contractor.

ARTICLE 33 - MISCELLANEOUS

33.1 Joint Venture or Partnership. If Subcontractor is a joint venture or partnership, each party to the joint venture or partnership represents and agrees that the person who signs this Subcontract on behalf of Subcontractor is authorized to sign and by signing this Subcontract jointly and severally obligated each of them to all undertakings and obligations set forth in the Subcontract Documents.

33.2 Governing Law. The validity, interpretation and performance of this Subcontract shall be governed by the law of Mississippi, except: (a) If any provision or requirement of this Subcontract or the Contract Documents provides that the law of another state or the law of the federal government is applicable to, controls, governs or determines certain duties, responsibilities, or obligations, including warranty obligations, of a party hereto, or any aspect or portion of this Subcontract, then the other state's law or federal law shall apply to, control, govern or determine those certain duties, responsibilities or obligations of that party or that aspect or portion of this Subcontract, and (b) if the Contract 15 with the federal government or agency or branch thereof, then the Subcontractors' rights to recover from the Contractor for changed work, extra work, Differing Conditions, delay or disruption in the performance of the Work are limited to the Contractor's rights to recover from the federal government or agency or branch thereof under the applicable federal law.

33.3 No Third Party Beneficiaries. This Subcontract is intended solely for the direct benefit of the parties hereto. There are no third party beneficiaries of this Subcontract.

Attachment: Sub Contract No. 3 Atwood Fence Company (11255 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 3)

PRIME CONTRATOR: CHRIS ALBRITTON CONST. CO.

PROJECT: HANCOCK CO., MS SAP-23(30)

ADDENDUM TO SUBCONTRACT

This ADDENDUM TO SUBCONTRACT (the "Addendum") is incorporated by reference into the subcontract agreement (the "Subcontract") by and between Atwood Fence Company, Inc. ("Atwood") and the Contractor named above ("Prime Contractor") related to that certain project referenced above (the "Project"). The parties hereby agree to the following amended, modified, or additional terms to the Subcontract. In the event the terms and conditions of this Addendum conflict with the terms and conditions of the Subcontract, the terms and conditions of this Addendum shall govern.

Indemnity and Hold Harmless Provisions

If the Subcontract requires Atwood to indemnify, defend or hold the Prime Contractor harmless (the "Defense Obligations"), the following will apply:

a. Atwood will only be required to do so for its own negligence or actions, and not those of the Prime Contractor, its agents or third parties.
b. The Defense Obligations will not be triggered unless and until a court of competent jurisdiction determines Atwood is at fault, and then, only to such extent that fault is apportioned to Atwood.
c. Any insurance policies naming Prime Contractor as an additional insured shall be provided using Additional Insured Endorsement Form U-GL-1175 F CW.

Scheduling Our Work

Once notified by the Prime Contractor, Atwood will make reasonable efforts to begin its work on the Project as quickly as possible. However, Atwood will have no obligation to perform the work unless given at least two (2) weeks' advance notice. No delays will be attributable to Atwood unless two (2) weeks' notice has been given.

Damages on the Project

In the event the Prime Contractor is assessed liquidated (or similar) damages on the Project, the following will apply:

a. Atwood will not have any liability for any such damages if it has not been given adequate notice (e.g., at least two weeks) to begin the work.
b. Unless such damages are due solely to Atwood's performance, or lack thereof, Atwood's liability will be limited to its pro rata share of the damages in the same proportion that the Subcontract relates to the Project (e.g., if the Subcontract is $25,000 and the Prime Contractor's contract is $100,000, Atwood's share of the damages can be no more than 25%). In no event can Atwood's damages exceed the amount of the Subcontract.

Traffic Control and Mobilizations

Unless specifically stated in Atwood's quote, the scope of work does not include the provision of traffic control services. Further, if Prime Contractor asks Atwood to mobilize to the Project to perform the work, and the Project is not adequately prepared to perform the work under the Subcontract, Prime Contractor will owe Atwood an additional mobilization cost in the amount of $1,500.

Final Payment

Payments of amounts owed to Atwood by Prime Contractor shall be primarily governed by the Subcontract, ***provided however***, that upon satisfactory completion of Atwood's work, Atwood shall be paid within thirty (30) days of the final pay application or estimate Prime Contractor receives on the Project unless Prime Contractor notifies Atwood, in good faith, that (1) Atwood's work was not properly performed or not performed in a timely manner and, (2) as a result of such work, Prime Contractor has not been paid for such work.

Attachment: Sub Contract No. 3 Atwood Fence Company (11255 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 3)

COPY

QUOTATION

C [illegible] DBE Female Owned

P O Box 565 | Kosciusko, MS 39090

Contact Information for Quote & Contract

[illegible]

Quote Date

4 [illegible] 2022

Bid Date

4/18/2022

County

Hancock

Project #

SAP-23(30)

QUANTITY	UOM	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
325.00	LF	S-606-B	Guard Rail "W" Beam	$31.00	$10,075.00
4.00	EA	S-606-D	Guard Rail Bridge End Section Type I "Thrie Beam"	$3,350.00	$13,400.00
4.00	EA	S-606-E	Guard Rail, Terminal End Section	$3,500.00	$14,000.00
4.00	EA	S-630-C	Reflectorized Traffic Object Marker Encapsulated Lens, Type 3L	$85.00	$340.00
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00				$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
			TOTAL		$37,815.00

Our Quote incorporates the following terms and conditions:

• Price includes tax and bond not to exceed:	4.50%
• Price does not include traffic control.	
• Prices are firm for thirty (30) days from the Quote Date listed above.	
• Number of days estimated for our work:	1
• Number of mobilizations included in our price:	1

• Atwood will be paid $1,500 for each additional mobilization after the work quoted has been completed or any time Atwood mobilizes and the project is not ready for Atwood's work.

• *You must contact us at least two (2) weeks in advance to schedule work.* No delay damages will be assessed to Atwood unless it is proven that Atwood delayed the critical path of the project and that Atwood had been given at least 2 weeks notice plus the days Atwood estimated it would take to complete its scop of work. Furthermore, any delay damages assessed to Atwood are (1) limited to Atwood's pro rata share of the delay damages in the same proportion of the Subcontract amount to the Prime Contract amount and (2) capped at the Subcontrat amount.

• Notwithstanding any contractual provision, Atwood will have no obligation to defend, indemnify, and/or hold harmless unless and until a court of competent jurisdiction determines that Atwood is at fault and that Atwood's fault caused damage to Contractor

• Any obligation that Atwood name Contractor as additional insured will be provided using Additional Insured Endorsement Form U-GL-1175 F CW

Attachment: Sub Contract No. 3 Atwood Fence Company (11255 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 3)

33.4 Severability. The provisions of this Subcontract are severable. Should any provision of this Subcontract or any provision of the Contract Documents applicable to Subcontractor be unenforceable, the remaining provisions shall remain valid and binding.

33.5 Non-waiver. The failure by Contractor at any time to enforce or to require strict compliance or performance by Subcontractor with any of the provisions of the Subcontract or Contract Documents shall not constitute a present or future waiver of any such provision and shall not affect or impair in any way Contractor's rights at any time to enforce any such provision or to avail itself of such remedies as it may have for any breach thereof.

33.6 Survival of Terms. The terms of this Subcontract and the Contract Documents shall survive and remain in full force and effect after termination of this Subcontract or completion of the Work.

33.7 Only Written Modification. No changes, modifications, amendments of any of the terms and conditions of this Subcontract or the Contract Documents shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

33.8 Owner Approval. If Owner has the right to object to Subcontractor's selection, this Subcontract shall not be effective until Owner approves Subcontractor.

33.9 Headings. Headings are for convenience of the reader and are not a substantive part of this Subcontract.

33.10 Notice. Any notice required to be given to Subcontractor may be accomplished by mailing or delivering written notice to the address listed for the Subcontractor on page one (1) of this Subcontract. Any notice required to be given to Contractor may be accomplished by mailing or delivering written notice to the address listed for the Contractor on page one (1) of this Subcontract.

33.11 Subcontractor warrants that no statement, representation, inducement or promise, oral or in writing, of any kind by Owner, Contractor or Architect, not expressly made a part of the Contract Documents, has induced Subcontractor to enter into, or been relied upon by Subcontractor in entering into, this Subcontract.

33.12 This Subcontract embodies the entire agreement between the Contractor and Subcontractor. All bids, proposals for or acknowledgements of this Subcontract by Subcontractor, whether written or verbal, which contain any term, condition or provision which purports to modify, conflict with, contradict or add to this Subcontract or the Contract Documents, are void and of no force or effect. All negotiations, proposals or agreements prior to the date of this Subcontract are merged herein and superseded hereby, there being no agreements, warranties, understandings or promises other than those written expressly herein.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the day and year first above written.

CHRIS ALBRITTON CONSTRUCTION CO, INC.
(Contractor)

By: _____

Print: Jonathon Turner

Title: Heavy Construction Manager

Witness: _____

Atwood Fence Company

By: _____

Print: Kay Atwood-VanSciver

Title: Pres.

Witness: _____

License No: 03297-MC

State: MS

Attachment: Sub Contract No. 3 Atwood Fence Company (11255 : Approve Kiln Delisle Bridge Sub-Contractors Request No. 3)

Form (FAS-S.A.) SC-1
(Submit 6 copies)

Board of Supervisors
Hancock County

Request No. 003
Project No. SAP-23(30)
Date 7/22/22

Office of State Aid Road Construction
Mississippi Department of Transportation

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to Atwood Fence Company

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec. Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
S-606-B	Guard Rail W Beam	325.00	LF	$ 36.00	$ 11,700.00
S-606-D	Guard Rail Bridge End Section	4	Each	$ 3,900.00	$ 15,600.00
S-606-E	Guard Rail Term. End Type I Thrie Beam	4	Each	$ 4,100.00	$ 16,400.00
S-630-C	Reflectorized Traffic Marker (Type 3)	4	Each	$ 100.00	$ 400.00
				$	$
				$	$

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.

Date July 22, 20 22

Chris Allen Hon Const. Co.
Prime Contractor

By: [signature]

Address: 2100 Bush Dairy Rd. Laurel, MS 39443

Approval recommended: 8/9, 20 22

County Engineer

Approved: Board of Supervisors Hancock County

(By order of the Board, dated 8/15/2022)

By Scott Adam
President

Approved recommended: _____, 20____

State Aid District Engineer

Total this Request $ 44,100.00 = 1.59 %

Previous Request $ 68,139.59 = 2.46 %

Total to Date $ 112,239.59 = 4.05 %

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date 7/22, 20 22

Atwood Fence Co. Inc
(Sub) Subcontractor

By: Kay Atwood-Van Skiver

Address: P.O. Box 565 Kosciusko MS 39090

Approved: _____, 20____

State Aid Engineer

Approved: _____, 20____

Executive Director, Mississippi Department of Transportation

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Revised August 2000

Attachment: Sub-Contractors Atwood Fence Company Request No. 3 in the amount of $44,100.00 for Kiln Delisle Road Bridge SAP-23(30)

CAD-725
Rev. 12-2018

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUB-CONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

Mississippi Department of Transportation
PO Box 1850
Jackson, MS 39215-1850

Project No. SAP-23(30)
County Hancock
(Sub) Subcontract Request No. _____

I (We) X Atwood Fence Company proposed (Sub) Sub-contractor hereby certify that I (We) have X , have not _____ , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have X , have not _____ , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date _____ , 20 ____

Atwood Fence Co., Inc.
(Sub) Sub- Contractor

By: Kay Atwood-Van Meter
Signature

Pres.
Title

NOTE: This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60 - 1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60 - 1.5. (Generally only contracts for subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60 - 1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)

Attachment: Sub-Contractors Atwood Fence Company Request No. 3 in the amount of $44,100.00 for Kiln Delisle Road Bridge SAP-23(30)

Chris Albritton CONSTRUCTION CO.

Subcontract No.: 2211-SC-2211-002

Scheduled Start Date:

SUBCONTRACT AGREEMENT

CONTRACTOR:	CHRIS ALBRITTON CONSTRUCTION CO, INC. 2100 Bush Dairy Rd. Laurel, Mississippi 39443-7546 Phone: (601) 425-9100 Fax: (601) 425-3974	("Contractor")
SUBCONTRACTOR:	Atwood Fence Company P O Box 565 Kosciusko, Mississippi 39090 Phone: 662-289-6338 Fax: 662-289-7463 Email:	("Subcontractor")
WORK:	Guard Rails - Traffic Markers	("Work")
PROJECT:	Kiln-Delisle Road Bridge Kiln Delisle Road Pass Christian , Mississippi 39571	("Project")
OWNER:	Hancock Board of Supervisors 3068 Longfellow Drive #3 Bay St. Louis, Mississippi 39520	("Owner")
ARCHITECT ENGINEER:	Compton Engineering, Inc.	("Architect")
SUBCONTRACT DATE:	6/17/2022	("Contract")
SUBCONTRACT PRICE:	$37,815.00 Thirty Seven Thousand Eight Hundred Fifteen & Zero Cents	("Price")
MONTHLY BILING DATE:	20th Of Each Month	("Monthly Billing Date")
MONTHLY BILING MAILED TO: (1 Original 0 Copies)	CHRIS ALBRITTON CONSTRUCTION CO, INC. 2100 Bush Dairy Rd. Laurel, Mississippi 39443-7546	
RETAINED PERCENTAGE:	Zero Percent (0.0%)	("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
(The above terms are incorporated by reference and are more fully explained below.)

On this (6/17/2022) Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

Attachment: Sub-Contractors Atwood Fence Company Request No. 3 in the amount of $44,100.00 for Kiln Delisle Road Bridge SAP-23(30)

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Schedule A	Description Of The Work
Schedule B	List Of Documents Included In The Contract Documents
Schedule C	Unit Prices And Allowances
Schedule D	Required Insurance Coverage
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Schedule F	Substance Abuse Policy

Attachment: Sub-Contractors Atwood Fence Company Request No. 3 in the amount of $44,100.00 for Kiln Delisle Road Bridge SAP-23(30)

ARTICLE 1 - THE WORK

1.1 Subcontractor shall furnish all labor, supervision, services, materials, equipment, tools, scaffolds, transportation, storage and all other things necessary to perform the work described in Schedule A attached hereto (the "Work"), being a portion of the work required of Contractor under the Contract between Owner and Contractor. The Work shall be performed by Subcontractor strictly in accordance with the Contract Documents, which consist of the Contract and the plans, drawings, specifications addenda and other documents identified in Schedule B attached hereto, and all modifications issued hereafter thereto (the "Contract Documents"). If the Contract requires the Contractor to incorporate specific provisions or requirements in subcontract agreements, Subcontractor agrees that all of those provisions or requirements are incorporated in the Subcontract. Some of these provisions or requirement, along with other provisions, may be incorporated in a Rider attached hereto. The Rider, if any and all provisions and requirements contained therein are part of this Subcontract.

1.2 Contract Documents are available for examination by Subcontractor at the office of Contractor. The Contract made available to Subcontractor will be an unpriced copy. Subcontractor represents and agrees that it has had access to all Contract Documents and has carefully examined and understands the Contract Documents that Subcontractor deems relevant to the Work; has previously notified Contractor in writing of all ambiguities, inconsistencies and omissions, if any, in the Contract Documents that relate to the Work; as adequately investigated the nature and conditions of the Project site and locality; has familiarized itself with conditions affecting the difficulty of the Work, and has entered into this Subcontract based on its own examination, investigation and evaluation and not in reliance upon any opinions of representations of Contractor

1.3 In the performance of the Work, Subcontractor agrees that, except as expressly otherwise stated in this Subcontract, it is bound to Contractor by the terms and conditions of the Contract Documents and that Subcontractor is obligated and liable to Contractor to the same extent Contractor is obligated and liable to Owner. Subcontractor hereby assumes toward Contractor all of the duties, obligations and responsibilities that Contractor has by the Contract Documents assumed toward the Owner. Subcontractor agrees to be bound by all interpretations, decisions or other written instructions by Owner, Architect, any court, arbitration panel, administrative tribunal or other body relative to any question, interpretation, ambiguity or discrepancy in the Contract Documents in the same manner as Contractor is bound; and Subcontractor agrees to comply with and to perform the Work as required by such interpretations, decisions or other written instructions. If Subcontractor incurs any additional cost, delay or disruption to the Work as a result of any such interpretation, decision or written instruction or as a result of any inadequacy or unsuitability, including without limitation, ambiguity, inconsistency or omission in the Contract Documents, Contractor shall only be obligated to pay additional compensation to Subcontractor or to extend the Subcontractor's time for performance if Contractor receives additional compensation or an extension of time from Owner, and then only to the extent, if any, of Subcontractor's equitable portion of such additional compensation or extension of time.

1.4 The Contract Documents and this Subcontract shall be read and interpreted together. If there is a conflict regarding the scope of the Work, the document requiring the more extensive work shall prevail unless the Contract directs otherwise. Otherwise, this Subcontract shall govern in the event of any conflict between the Contract Documents and Subcontract pertaining to the relationship between Contractor and Subcontractor.

ARTICLE 2 - PRICE

Contractor shall pay to Subcontractor for the satisfactory performance and completion of the Work under this Subcontract the sum set forth above as the Price, subject to additions and deductions as herein provided. To the extent that the Work or any changes or modifications thereto are to be performed on a unit price basis, the Price shall be computed in accordance with the unit prices set forth in Schedule C based on actual quantities determined in accordance with the Contract Documents and this Subcontract. The Price and all unit prices shown in Schedule C include compensation for all costs, direct and indirect, of Subcontractor's performance of the Work or changes thereto.

ARTICLE 3 – PROGRESS PAYMENTS

3.1 Within the (10) working days of execution of the Subcontract, Subcontractor shall submit to Contractor for approval a detailed schedule showing a cost breakdown of the Price according to the various line items, or parts, of the work (with overhead and profit allocated to each item or part of the Work), for use only as a basis for checking Subcontractor's applications for payment.

3.2 Monthly Billing. On or before each Monthly Billing Date, Subcontractor shall submit to Contractor a progress payment application on Contractor's form. The application shall include the value of the portions of the Work completed, and if the Contract Documents provide for payments for stored materials, the value of the material suitably stored (to the satisfaction of Contractor and Owner) at the Project site or other approved location ("Stored Materials"). Subcontractor shall submit a partial release of lien and general release on Contractor's form with each payment application

3.3 Payments.Subject to Article 5, within five (5) working days after receiving a progress payment from Owner, Contractor shall make a progress payment to Subcontractor equal to the approved value of the completed portions of the Work and the Stored Materials which were included in the Contractor's billing to Owner, less (z) all previous payment, (b) retainage (and any other reserve or withholding provided for in this Subcontract) and (c) all charges or backcharges for services, materials, equipment and other items furnished or otherwise chargeable by Contractor to Subcontractor Any estimate or determination made by Owner (or Architect) of the value of the completed portions of the Work or of any deduction or offset for damages to the Work or for changes chargeable by Owner to Contractor on account of the Work, shall be binding on Subcontractor.

ARTICLE 4 - FINAL PAYMENT

4.1 Final billing from Subcontractor, including billing for all Change Orders, shall be submitted to Contractor not later than thirty (30) calendar days after completion of the Work.

4.2 The final payment, consisting of the unpaid balance of the Price, shall be due and payable within thirty (30) calendar days after all the following have occurred: (a) completion of the Work by Subcontractor; (b) acceptance of the Work by Architect and Owner; (c) final payment by Owner to Contractor under the Contract or outstanding claims, obligations, encumbrances or liens for labor, services, materials, equipment, taxes or other items incurred in connection with the Work; (c) delivery of all guarantees, warranties, bonds, instruction manuals, as-built drawings and similar items required of Subcontractor or its suppliers or subcontractors; and (f) delivery of a release of lien and general release on Contractor's form executed by Subcontractor. Contractor agrees that it is not the intent of this Subcontract that Subcontractor would be denied payment for work performed under this Subcontract or a Change Order and performed in full compliance with the Contract Documents because of Owner's refusal to pay Contractor for such work.

ARTICLE 5 - PAYMENT CONDITIONS

5.1 Subcontractor agrees that the payments made by Contractor will be held in trust by Subcontractor to be applied first to the payment of laborers, suppliers, subcontractors and others responsible for the Work and all taxes and insurance applicable thereto, and Subcontractor agrees to so hold and apply the payments from Contractor.

5.2 Contractor shall have the right at all times to contact Subcontractor's subcontractors and suppliers to insure that they are being paid in accordance with the terms of this Subcontract and the terms of their agreements with Subcontractor for labor or materials furnished for use in performing the Work. Subcontractor agrees that Contractor may, at any time, make payments due to Subcontractor by checks jointly payable to Subcontractor and one or more of Subcontractor's subcontractors or suppliers.

5.3 Subcontractor shall, as often as requested by Contractor, furnish all information Contractor requires, including, without limitation, a sworn statement, with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Subcontractor in connection with the Work and all payments made by Subcontractor on account thereof.

5.4 Withholding. In addition to retainage, Contractor may withhold from any progress or final payment all amounts which are reasonably necessary to protect Contractor against all risks, including, without limitation, attorney's fees, if any of the following occur: (i) Subcontractor fails to provide evidence satisfactory to Contractor that each of its subcontractors, suppliers and laborers has been paid for all labor, services, materials, and supplies used in the performance of the Work through the end of the pay period covered by the last progress payment (ii) the Owner reduces a payment to Contractor or backcharges Contractor for reasons attributable to the Work; (iii) a portion of the Work is unacceptable to Contractor, Owner or Architect; (iv) a third party asserts a claim against Contractor arising from the Work or evidence reasonably indicates that such a claim(s) may be filed; (v) the Subcontractor fails to carry out the Work in accordance with the Subcontract; (vi) the Work is not progressing in accordance with or will not be completed within the time allowed by the Schedule, (vii) Subcontractor fails to furnish certificates of insurance in compliance with Article 12 or bonds in compliance with Article 11; (viii) Subcontractor has not executed all contract documents, (ix) certified payrolls, if required, are not current, or (x) Subcontractor has not met its obligations under another subcontract with the Contractor.

5.5 No Payment shall be evidence of the performance or progress of the Work or constitute or imply acceptance by the Contractor of any portion of the Work. Subcontractor agrees that acceptance of any payment shall constitute a release of the Contractor from all claims, or liability, other than for retainage, for any work, services, materials or equipment performed or furnished or for anything which occurred or which failed to occur during the payment period to which the payment relates. Acceptance of final payment by Subcontractor shall constitute a general release of Contractor, its surety and Owner.

5.6 As a condition precedent to any progress payment, final payment or retainage payment, the Owner must have first paid the Contractor for the progress payment, final payment or retainage payment.

ARTICLE 6 - TIME

6.1 Time is of the essence in the performance of this Subcontract. Subcontractor is aware of the Contract Time (as defined in the Contract Documents) and agrees to take any and all steps necessary to ensure that the Work is performed in such time as to permit Contractor to meet its obligations to Owner in accordance with the schedule for the Project to be prepared by Contractor ("the Schedule"). If Subcontractor fails to maintain the progress required by the Schedule and such failure is Subcontractor's fault, in whole or in part, Subcontractor agrees, at its sole cost and expense, to take whatever actions are necessary to get the Work back on schedule

6.2 Subcontractor agrees at its sole cost and expense: (a) to submit to Contractor within fourteen (14) calendar days of the date of the Subcontract, a detailed, proposed schedule for the Work for Contractor's use in preparing the Schedule for the Project; (b) to begin the Work upon Contractor's order to do so; (c) to cooperate with Contractor and its other subcontractors and the other contractors, if any, (d) to perform the Work in such sequence as Contractor may direct; (e) when requested, to provide all information required to prepare updates or revisions to the Schedule, and (f) to furnish at all times sufficient and qualified forces and supervision, adequate and conforming materials, equipment, tools and all other things necessary to achieve the progress required by the Schedule. Subcontractor agrees that Contractor has full discretion with regard to

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preparation to the Schedule and updates or revisions thereto during the course of the Project, and that Subcontractor shall perform the Work in accordance with the requirements of the Schedule and all revisions or updates thereto.

6.3 Subcontractor agrees: (a) to order (for manufacturer and/or purchase and delivery) all materials and equipment required for the Work as soon as possible to avoid delays caused by unavailability; (b) to furnish Contractor within thirty (30) calendar days of the date of this Subcontract a list of major materials and equipment required for the Work, showing the name, address and telephone number of the supplier and the dates on which such materials and equipment are expected to be delivered to the Project site; (c) to furnish Contractor, upon demand, a copy of each major purchase order and subcontract (at Subcontractor's option, price information may be deleted) (d) to cause a qualified home office supervisory representative to attend scheduled progress meetings; and (e) to notify Contractor immediately and confirm in writing within forty-eight (48) hours, if Subcontractor finds that any item cannot be delivered as required to maintain the Schedule.

6.4 Damages. Subcontractor represents that it has satisfied itself as to any provision in the Contract Documents concerning liquidated damages, and agrees that in the event liquidated damages are imposed by Owner on Contractor as the result, in whole or in part, of the performance or non-performance of Subcontractor, such liquidated damages (or an appropriate share thereof) will constitute one element of the damages that Contractor shall be entitled to recover from Subcontractor by backcharges or otherwise. In addition, Subcontractor agrees to reimburse Contractor for any loss or damage, including damages that may become due to the Owner under the Contract Documents, and for any extra expense incurred by the Contractor that result from Subcontractor's failure to deliver timely any and all materials or failure to perform timely any and all Work.

ARTICLE 7 – EXTENSION OF TIME

Subcontractor shall be granted an extension of time for delays in the performance of the Work only to the extent an extension is allowed the Contractor by the Owner for performance of the Work; provided, if Subcontractor is delayed by Contractor or other subcontractors of Contractor, and Subcontractor gives the required notice, Subcontractor shall be entitled to an extension of time equal to the delay. Regardless of the cause of the delay, the Subcontractor agrees it shall not be entitled to compensation or damages for any delay (including, without limitation, impact, inefficiency and disruption) in the performance of the Work except to the extent that Contractor shall receive such compensation or damages from Owner or other third party. Subcontractor shall not be entitled to an extension of time or to compensation or damages for any delay unless a written notice of that delay is delivered to Contractor within two-thirds of the time period allowed by the Contract Documents or within seven (7) calendar days of the beginning of the event causing the delay, whichever is the shorter period of time.

ARTICLE 8 - CHANGES

8.1 Without notice to Subcontractor's surety and without invalidating this Subcontract or the surety bonds, Contractor may from time to time, by written directive to Subcontractor, require Subcontractor to make changes in the Work (both additions and deletions), and the changed work shall be part of the Work. Subcontractor shall perform changed work as part of the Work and in accordance with the terms of this Subcontract, when directed to do so in writing by Contractor.

8.2 Subcontractor specifically agrees that it is bound by any and all disclaimers in the Contract Documents that relate to subsurface, latent conditions, differing conditions, unknown conditions or that otherwise deal with changed conditions at the Site ("Differing Conditions"). Should Subcontractor encounter Differing Conditions during the progress of the Work, Contractor's attention shall be called to same in writing before such conditions are disturbed.

8.3 Within two-thirds of the time period required by the Contract Documents or seven (7) calendar days of a change in the Work or discovery of a Differing Condition, whichever is the shorter period of time, Subcontractor shall submit to Contractor a written proposal for the change in the Work or the Differing Condition amply detailed and supported and conforming to the requirements of the Contract Documents and the Subcontract. Subcontractor agrees that it waives all its rights to both price and time adjustments if it fails to submit its written proposal within the required time.

8.4 Subcontractor agrees that adjustments in the Price (including the Subcontractor's costs, if any, caused by changes to the work of others) or the time the Work for changes directed by Owner for the Differing Conditions shall be limited to Subcontractor's portion of the adjustments actually made by Owner under the Contract Documents (less, in the case of price adjustments, any markup or other similar amount allowed by Owner for Contractor's account). When changes are the subject of unit prices under Schedule C, the Price adjustment shall be limited to the amount obtained by applying such unit prices to the number of units allowed by Owner.

8.5 Subcontractor's price quotations for all changes or Differing Conditions shall be based on actual savings or costs. Actual savings and costs will include the following items: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and other charges or fringe benefits required by law, agreement or custom; workmen's compensation insurance, bond premiums, actual rent for, or reasonable rental value of Subcontractor owned equipment and machinery; all other costs to be incurred in or as a consequence of the change or Differing Conditions plus allowances for all direct and indirect overhead costs (site, branch and home office); and profit.

8.6 A Change Order to this Subcontract is a written modification of terms of the Subcontract signed by the parties. Once an agreement has been reached with respect to whether Subcontractor is entitled to price or time adjustments as a result of changed work, including deleted work, or Differing Conditions, the agreement shall be reflected in a Change Order.

8.7 The parties agree to attempt to determine the amount of any Price adjustment and the extent of any time adjustment: (a) prior to performance of the changed work for a change which adds any work; (b) prior to the deletion for a change which only deletes work; and (c) promptly after the discovery of Differing Conditions for Differing Conditions. Subcontractor, however, will promptly proceed with changes (whether additions or deletions) and with the Work despite Differing Conditions when directed to do so in writing by Contractor even if Subcontractor and Contractor have not agreed upon price and time adjustments related to the changes or Differing Conditions. In such event, Subcontractor shall maintain records of the actual costs Subcontractor incurred or saved as a result of the changes or as a result of the Differing Conditions and furnish such records to Contractor on a weekly basis. The final adjustment in the Price or time of performance as a result of the changed work or the Differing Conditions will then be determined after final completion of the Work. Subcontractor's failure to comply with a written directive from Contractor to proceed with a change or to proceed with the Work despite Differing Conditions is a material breach of this Subcontract.

8.8 Subcontractor shall not proceed with changed work in any event unless it first receives a written directive from Contractor or a Change Order which covers the changed work has been issued and agreed to. Subcontractor shall not be entitled to either a price or time adjustment if it performs changed work before receiving a written directive or a Change Order from Contractor to perform such changed work.

ARTICLE 9- DISPUTES CONCERNING WORK SCOPE

In the event there is a dispute whether any work is part of the Work, Subcontractor shall proceed with such work as if it were part of the Work on receipt of a written directive to do so from Contractor. Subcontractor shall make the claim, if any, for a Price or time adjustment as if such work were changed work; and if Contractor and Subcontractor cannot reach an agreement with regard to the work in dispute, then the issue shall be resolved through arbitration as provided in Article 29.

ARTICLE 10 - PRICING AND DOCUMENTATION

10.1 General. Subcontractor agrees to comply fully with all federal, state and local laws, ordinances and regulations relating to cost and pricing data (including certification thereof), audit of books and records and certification of claims to the full extent such laws, ordinances and regulations are applicable to the Contractor.

10.2 Price and Cost Data. In addition to and without limiting the obligations imposed in Paragraph 10.1 above, Subcontractor agrees and represents that all cost and pricing data and all data related to requested time adjustments submitted by it in connection with any claim, proposal or request for an addition to or decrease in the Price or for an extension of time (including, without limitation, a request or proposal for a Change Order and/or claims made in arbitration and litigation) shall be accurate and complete, shall accurately represent the actual costs Subcontractor has incurred or saved or reasonably expects to incur or save and shall set forth the adjustment in the Price and extension of time that Subcontractor in good faith believes it should receive.

10.3 Audit. In addition to and without limiting the obligation assumed in Paragraph 10.1 above, Subcontractor agrees that Contractor has the right to cause the books and records of Subcontractor to be audited by Contractor or an independent auditor selected by Contractor in order to verify the completeness and accuracy of the COST and pricing data submitted by Subcontractor to Contractor in connection with any claim or proposed or requested adjustment to the Price. Contractor shall bear the cost of such audit unless the audit establishes that Subcontractor's cost and pricing data was not complete and accurate, in which case Subcontractor shall bear the cost. The purpose of Paragraph 10.3 is limited to providing the right of audit when necessary to verify the completeness or accuracy of cost and pricing data submitted by Subcontractor in connection with any claim or requested adjustment to the Price.

10.4 Certification of Claims. In addition to and without limiting the obligation assumed in Paragraph 10.1 above, upon written request of Contractor, Subcontractor agrees to cause a responsible, authorized Officer to execute and furnish to Contractor a certificate certifying that any claim submitted by Subcontractor to Contractor is made in good faith, that the supporting data are accurate and complete to the best of Subcontractor's knowledge and belief, and that the price or time adjustments requested accurately reflect the adjustment(s) for which the Subcontractor believes the Contractor and/or Owner is liable.

10.5 Indemnity. In exchange for ten dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, Subcontractor agrees to indemnify and hold Contractor harmless from all costs, expenses (including legal and accounting fees and associated costs), fines, forfeitures, claims and other liabilities that Contractor incurs, in whole or in part, as a result of Subcontractor failing to comply fully with any obligation arising under paragraphs 10.1, 10.2, 10.3 or 10.4 above.

ARTICLE 11- BONDS

11.1 If so indicated on page 1 hereof, Subcontractor shall furnish, within ten (10 calendar days of the date of the Subcontract, at its expense, separate performance and labor and material payment bonds, each in an amount equal to the Price, on Contractor's standard forms and with a surety or sureties satisfactory to Contractor.

11.2 No payment shall be made to Subcontractor for work performed pursuant to this Subcontract until the required payment and performance bonds have been delivered to Contractor. Provided, in the event the Subcontractor cannot provide the Contractor with the required payment and performance bonds, Contractor may elect, without waiving the right to insist upon such bonds at any time, to permit the Subcontractor to proceed without bonds. If Contractor subsequently elects to insist on bonds, and

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Subcontractor either refuses to or cannot provide payment and performance bonds, then Contractor shall have the right to terminate subcontractor's right to proceed under this Subcontract in accordance with Paragraph 27.2 and to pursue any and all other remedies available to Contractor.

11.3 Subcontractor shall furnish an additional and/or substitute performance bond and labor and material payment bond, with a surety or sureties satisfactory to Contractor if:

(a) Any surety upon any bonds furnished with this Subcontract becomes unacceptable to the Contractor.
(b) Any surety fails to furnish reports on its financial condition as may be required by the Contractor.
(c) The Price is increased so that penal sum of any bond becomes inadequate in the sole opinion of the Contractor.

11.4 Contractor has the right, but not an obligation, to require a Consent of Surety for any modification, change or alteration to the Subcontract. Failure of Subcontractor to submit a Consent of Surety within seven (7) calendar days after Contractor requests the consent will constitute a material breach of the Subcontract.

11.5 Contractor has the right, but not an obligation, to make final payments, including payment of retainage, by joint check to Subcontractor and Subcontractor's surety.

ARTICLE 12 - INSURANCE

12.1 Before commencing the Work, Subcontractor shall provide and pay for insurance coverage's not less than those specified in Schedule D attached hereto from companies acceptable to Contractor. The limits and types of insurance required by this contract are the minimums required and shall not relieve, reduce or limit the liability of the Subcontractor. Such insurance shall remain in effect for one (1) year after completion of the project. If the Project includes residential property, the insurance provided shall not exclude residential work; such exclusion shall be considered a material breach of this subcontract.

12.2 Subcontractor shall furnish a certificate and the appropriate general liability endorsements, satisfactory to Contractor, from each insurance company providing coverage to Subcontractor. The certificate shall show the required insurance to be in force and state that the insurance will not be cancelled, non-renewed or materially changed except after providing at least thirty (30) days actual, written notice to Contractor or longer if required by the Contract Documents. Contractor shall have the right but not the obligation to review all of Subcontractor's insurance policies applicable to the Project

12.3 With respect to the insurance required to be furnished by this agreement, Subcontractor and its sub-subcontractors and their insurers hereby waive all rights of subrogation against the Contractor, the Owner, and their Officers, Agents, and Employees and any other entity(s) or person(s) required by the contract between Contractor and Owner.

12.4 Subcontractor shall immediately advise Contractor, in writing, of the facts and details of every accident and personal injury occurring in connection with the Work and shall make available, if requested by Contractor, a copy of every accident report made to Subcontractor's insurance carrier(s).

12.5 In the event that damage or loss to the Work is covered by any Builder's risk or similar property insurance policy provided by the Contractor or Owner, Subcontractor agrees to pay its pro-rata share of any applicable deductible as the loss to Subcontractor's Work applies to the total loss.

12.6 Before beginning any work on the project, Subcontractor shall cause Contractor, Owner, Architect, Engineer and their Officers, Agents and Employees and any other entity(s) and or person(s) required by the contract between the Contractor and the Owner, to be named as additional insured's under the Subcontractor's General Liability, Automobile Liability and Excess Liability Policy(s). Subcontractor and its insurer(s) agree that for liabilities and responsibilities assumed by the Subcontractor under this agreement, such policies shall be primary insurance for the Contractor and any other Additional Insured(s) and that the insurance maintained by the Contractor and other Additional Insured's shall be Excess and Non-Contributory Compliance with this requirement shall be accomplished by endorsement to the policies as specified in Schedule D attached.

ARTICLE 13 - DAMAGES

Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other property owner, rented, or used by Subcontractor, or anyone employed by Subcontractor, in the performance of the Work, and Subcontractor shall maintain such insurance and take such protective action as it deems desirable with respect to such property. Except to the extent of any proceeds received by Contractor for the benefit of Subcontractor under a builders' risk or fire insurance policy, Subcontractor agrees that Contractor shall not be responsible for any loss or damage to the Work. Subcontractor shall take all precautions necessary to protect the Work from loss or damage prior to acceptance of the Work by Owner. Subcontractor shall be responsible for the correction or restoration of any loss of and all damage to the Work occurring prior to acceptance of the Work by Owner and for the correction or restoration of any loss of and all damages to the Work of Contractor or any other subcontractor, resulting from the operations of Subcontractor, or its subcontractors, agents, or employees.

ARTICLE 14 – INDEMNITY

14.1 In exchange for ten dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of the Subcontract, Subcontractor agrees to defend, indemnify and hold harmless Contractor and Owner, and their Officers, directors, agents and employees, separately and severally, from and against any claim, cost, expense, or liability (including attorneys' fees), attributable to bodily injury– personal injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused in whole or in part by, arising out of, resulting from, or occurring in connection with the performance of the Work by Subcontractor, its subcontractors, or their agents, or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder, provided, however, Subcontractor's duty hereunder shall not arise if such injury, sickness disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. Subcontractor's obligation hereunder shall not be limited as to amount or type of damages by the provisions of any worker's compensation act, disability act or other employee benefit act

14.2 If Owner or any other person or entity asserts a claim or institutes a suit, action or proceeding against Contractor involving the manner or sufficiency of the performance of the Work, Subcontractor shall, upon written request of Contractor, promptly assume the defense of such claim, suit, action or proceeding, at Subcontractor's expense, Subcontractor shall indemnify and save harmless Contractor and its agents and employees, from and against any liability, loss, damage, or expense, including attorneys' fees, arising out of or dated to such claim, suit, action or proceeding in accordance with Paragraph 14.1 Contractor shall also be entitled to recover any attorney's fees or other costs expended in enforcing this indemnification and defense obligation.

14.3 [Reserved].

14.4 Subcontractor expressly agrees that this indemnification, defense and hold harmless agreement is valid as of the date of the subcontract even if the subcontract is not fully executed until after the date of the subcontract and is intended to include, without limitation, all claims, (events, or losses which may have occurred on or after the date of the subcontract regardless of whether the subcontract was fully executed prior to the date of the claim, event, or loss.

ARTICLE 15 - ASSIGMENTS AND SUBCONTRACTS

Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any substantial part of the Work without the prior written consent of Contractor. Subcontractor shall not be relieved of its duties and obligations hereunder by any assignment or subcontract, and Subcontractor shall be and remain fully responsible and liable for the acts and omissions of its assignees and subcontractors, and all persons directly or indirectly employed by them.

ARTICLE 16 - COMPLIANCE

16.1 Subcontractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity". Subcontractor shall defend, indemnify and save harmless Contractor and Owner and their agents and employees from any loss, liability, expense (including attorneys' fees), citations, assessments, fines or penalties resulting from violations of such statutes, ordinances, rules, regulations or orders in connection with the performance of the work.

16.2 Subcontractor warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986, including but not limited to all of its I-9 employer verification provisions, and any future changes to the Act, as all as with any applicable State immigration compliance laws. Subcontractor warrants that it has an I-9 verification policy which it administers uniformly throughout the company. Should Subcontractor ever be made aware of any Notice of Intent to Fine for its employer verification practices, or for a Request for I-9 inspection by Department of Homeland Security or United States Department of labor, it will, within 5 business days, notify Contractor in writing and will subsequently provide the results of the Notice of Intent to Fine or I-9 inspection process. This obligation applies as well to any compliance notices received from any applicable State authority.

16.3 Subcontractor is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

ARTICLE 17 - SAFETY

17.1 Subcontractor accepts complete responsibility for the health and safety of its employees and its subcontractors' employees, the safe performance of the Work, compliance with safety procedures and policies issued by the Contractor and in the Contract Documents, and compliance with all applicable health and safety laws, including the regulations and standards of the Occupational Safety & Health Act of 1970 ("OSHA"), as amended. Subcontractor shall cooperate with Contractor, Owner and all other contractors and subcontractors in their respective safety programs.

17.2 In the event that Subcontractor or any of its employees or its subcontractors' employees fails to comply with any health and safety requirements or if Contractor deems any part of the Work unsafe, Contractor may require Subcontractor to stop work and/ or remove any non-complying employees. Subcontractor shall not be entitled to any additional time or money as a result of Contractor stopping the Work when the Work was stopped due to Contractor's concern about safety deficiencies.

17.3 Subcontractor shall comply with the safety-related recommendations of insurance companies having an interest in the Project.

17.4 Contractor shall have no duty to monitor Subcontractor's practices or performance of the Work for safety and shall have no duty to stop Subcontractor's unsafe practices or to ensure that Subcontractor's practices and methods of performing the Work are safe.

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17.5 Subcontractor will report the occurrence of serious injury or equipment/property damage to Contractor's Project Manager immediately. In addition, Subcontractor shall submit to the Contractor's Project Manager the following, when applicable, within five (5) working days of the injury or damage: (a) a copy of "Employer's First Report of Injury"; (b) a copy of all property/casualty insurance claim reports; and (c) a copy of all OSHA inspection/citation reports.

17.6 Subcontractor will provide a means of fall protection for all employees working in areas where they are exposed to falls of greater than six feet.

17.7 Prior to starting work, Subcontractor will evaluate its work plan for the project to assess safety hazards which may be encountered and will notify Contractor of its plan for abating safety hazards in its work.

ARTICLE 18 - CLEANING UP

18.1 Subcontractor shall, at its sole cost and expense: (a) keep all areas in which it is working free from Subcontractor's waste materials, packaging and other debris by collecting and removing such debris on a daily basis; (b) at the completion of the Work in an area, make that area "broom-clean"; and (c) prior to final inspection, clean and prepare the Work for acceptance by Owner.

18.2 If Contractor incurs any expenses performing cleanup work for the Subcontractor, Subcontractor will be back charged for such expenses, provided Contractor gave Subcontractor written notice of Subcontractor's failure to comply with its obligation to keep its work areas clean and free of waste materials at least twenty-four (24) hours prior to the time when Contractor performed cleanup work for the Subcontractor. If Contractor performs cleanup work involving more than one subcontractor's work, Contractor's decision on the allocation among subcontractors of cleanup costs incurred by Contractor shall be final and binding on Subcontractor.

ARTICLE19 – TEMPORARY FACILITIES

Temporary facilities and services shall be provided by the Contractor in accordance with schedule E attached hereto

ARTICLE 20 – QUALITY

Subcontractor shall provide materials and workmanship conforming to the requirements of the Contract Documents. Subcontractor shall provide proper facilities and opportunity at all times for the inspection of the Work by Contractor, Owner, Architect and their representatives. Subcontractor shall, within twenty-four (24) hours after receiving written notice from Contractor, at Subcontractor's sole cost and expense, take down and remove from the Project site all portions of the Work which the Contractor, Owner or Architect have condemned as unsound, improper or as failing in any way to conform to the Contract Documents or this Subcontract and shall replace the same with proper and conforming work. Subcontractor shall be responsible for all work damaged or destroyed in connection with the removal or replacement of condemned work. Contractor's failure to discover and notify Subcontractor of defective or nonconforming work at the time the Work or any portion thereof is performed or completed shall not relieve Subcontractor of responsibility for replacement of the defective or nonconforming work and all damages resulting there from. If the Owner elects to accept defective or nonconforming work, Contractor may require Subcontractor to accept an adjustment in the Price to the extent Owner requires Contractor to do so, and/or furnish an extended warranty.

ARTICLE 21- GUARANTEES

Subcontractor warrants and guarantees the Work to the full extent provided for in the Contract Documents and to the full extent required of Contractor of Subcontractor by the law of the state where the Project is located. Without limiting the foregoing or any other obligation with respect to the Work, Subcontractor shall, at its sole cost and expense, make good any faulty, defective or improper parts of the Work discovered by the Contractor, Architect or Owner within one (1) year from the date of acceptance of the Project or within such longer period as may be required by the Contract Documents or by law.

ARTICLE 22 - SUBMITTALS

22.1 Subcontractor shall promptly prepare or obtain and submit to Contractor all shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports, engineering calculations and submittals ("Submittal") required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. All Submittals shall be submitted so as to permit the Work to be performed in accordance with the Schedule.

22.2 Neither review of nor approval of Submittals by Contractor, Owner or Architect shall relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents or its responsibility for the proper matching of the Work to contiguous work. Subcontractor shall identify each and every variance between any Submittal and the requirements of the Contract Documents at the time of transmission either prominently on the Submittal or specifically in a transmittal letter accompanying the Submittal. No modification, revision or other notation on a Submittal that changes or modifies the Contract Documents shall be valid (even if the drawing or Submittal is approved) unless there is a Change Order issued approving same.

ARTICLE 23- PERFORMANCE

23.1 Subcontractor, in performing the Work, acts as an independent contractor and not as an agent or employee of Contractor. Subcontractor, consistent with the requirements of the Contract Documents, the Subcontract and the Schedule, is free to perform the Work by any appropriate means as it may choose.

23.2 Subcontractor shall notify and obtain the approval of Contractor before the arrival of Subcontractor's forces or delivery of materials and equipment to the Project site, before any substantial change in either the composition or size of its forces, and before leaving the Project site.

ARTICLE 24 - LIENS

Subcontractor agrees to turn the Work over to Contractor free and clear of all liens, claims or encumbrances. Subcontractor shall defend, indemnify and save harmless Contractor, Contractor's sureties and Owner from any lien, encumbrance, claim of lien or suit in connection with a lien or encumbrance filed or maintained by any laborer, material men, subcontractor, or other person directly or indirectly acting for, through or under Subcontractor, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to Contractor or from Contractor to Subcontractor. Without limiting the foregoing, Subcontractor shall cause any such lien, encumbrance or claim of lien to be satisfied, removed or discharged by bond, payment or otherwise within ten (10) days from the date of filing or receipt of notice, whichever is earlier. Failure to do so is a breach of the Subcontract whether the claim of the party filing the lien is valid or not, and Contractor shall be indemnified from all losses and costs, including, without limitation, Owner and Contractor's attorneys' fees, incurred as a result of any such claim or lien and those costs incurred in enforcing the indemnification obligation of Subcontractor.

ARTICLE 25 – PATENTS AND COPYRIGHTS

Subcontractor shall defend, indemnify and save harmless Contractor and Owner from and against any claim, cost, expense or liability (including attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent rights or copyrights in connection with the Work, except to the extent that Owner may have assumed responsibility therefore under the Contract Documents. Subcontractor shall pay all royalties, license fees and similar charges for patented or copyrighted material used in or incorporated in the Work.

ARTICLE 26 - LABOR

26.1 Subcontractor agrees that strikes, slowdowns or similar interruptions or disturbances (including cases where the Subcontractor's employees are engaged in a work stoppage solely as a result of a labor dispute involving Contractor or others and not in any manner involving Subcontractor) shall not excuse Subcontractor from the obligation to perform the Work timely and in accordance with the Schedule; and in such event, Contractor shall be entitled to the rights and remedies provided in Paragraph 27.2. Subcontractor shall maintain and exercise control over all employees engaged in the performance of the Work, and shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly performance of the Work in the opinion of the Contractor.

26.2 Contractor is an equal opportunity employer complying with Title VII of the Civil Rights Act of 1964.

26.3 Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, disability, sex or national origin.

ARTICLE 27 – TERMINATION AND DEFAULT

27.1 Contractor, by written notice, may terminate the Subcontract in whole or in part for Contractor's convenience. In such event, Subcontractor will be compensated for the reasonable cost of all work performed and all materials purchased for the Work prior to the termination including a reasonable profit thereon, plus reasonable out-of-pocket costs of terminating the Work, but shall receive no compensation, profit or overhead for unperformed work or for materials not yet purchased. Regardless of the foregoing, the total sum Subcontractor shall be entitled to be paid in the event of a termination for convenience, including all prior payments to Subcontractor, shall not exceed the Price. Subcontractor shall not be entitled to any other compensation or payment, in the event of a termination for convenience other than as specifically provided in this Paragraph 27.1.

27.2 If Subcontractor voluntarily seeks protection of the Federal Bankruptcy Laws or is involuntarily placed in bankruptcy, or if any action is brought against Subcontractor which impairs the ability of Subcontractor to perform its obligations under this Subcontract, or if the Subcontractor makes a general assignment for the benefit of creditors, or if a receiver for Subcontractor is appointed, or if Subcontractor refuses, fails or is unable to supply enough properly skilled workmen or materials to perform the Work according to the Schedule, or if Subcontractor fails to make prompt payments for materials or labor supplied to Subcontractor for the Work, or if Subcontractor disregards laws, ordinances, rules, regulations, or orders of any public authority related to the work, or if Subcontractor otherwise violates any provision of the Contract Documents then Contractor shall have the right to notify Subcontractor, in writing, of Subcontractor's default in performance, and to require that Subcontractor cure such default within seven (7) calendar days after its receipt of such notice, then Contractor may, at its option, without releasing or waiving any other rights and remedies against Subcontractor and Subcontractor's sureties and without prejudice to any other right it may be entitled to under this Subcontract or by law, terminate Subcontractor's right to proceed under this Subcontract by written noticed. Notwithstanding the foregoing notice requirement, Contractor may, in its sole discretion, supplement the forces of Subcontractor to perform a portion of Subcontractor's work upon twenty-four (24) hours notice of Subcontractor, and charge Subcontractor the costs associated with the supplementation if Subcontractor is in default of this Subcontract. After such termination and without further notice, Contractor may enter upon and take possession of all materials, equipment, tools, construction equipment and machinery located on the site, stored off site or located at other facilities of Subcontractor or its subcontractors or vendors and which are allocated to or assigned to the Project or which were purchased for the Project, and Contractor or its designee may complete the Work by whatever method Contractor deems reasonable under the circumstances. In the event of such termination by Contractor, Subcontractor shall not be entitled to any further payment or compensation except as provided in this Paragraph 27.2. In the event the unpaid balance of the Price, after deduction of all claims that Contractor may have against Subcontractor, exceeds the total cost of finishing the Work (including without limitation Contractor's reasonable overhead and profit, the cost of Architect's additional services, attorneys' fees and all other legal costs and all other costs and charges related to the termination or the completion

Attachment: Sub-Contractors Atwood Fence Company Request No. 3 in the amount of $44,100.00 for Kiln Delisle Road Bridge SAP-23(30)

of the Work), such excess shall be paid to Subcontractor upon satisfaction of the conditions for final payment set out in Article 4. In the event the total cost of completing the Work, including Contractor's additional costs and attorney's fees, exceeds the unpaid balance of the Price, Subcontractor and its sureties shall be liable to and shall promptly pay such difference to Contractor.

27.3 If Subcontractor is prevented from working for a period of sixty (60) calendar days under order of any court or other public authority having jurisdiction through no act or fault of the Subcontractor or its agents or employees, or any other persons performing any of the Subcontractor's Work, or as a result of an act of government (such as declaration of national emergency making materials unavailable for Subcontractor's Work), then Subcontractor may terminate this Subcontract and recover from the Contractor payment for all of Subcontractor's Work completed prior to the termination and in place (less the amount of Contractor's claims against Subcontractor, if any); provided nevertheless, that such payment (a) shall include profit and overhead only for the portion of the Work completed and in place; (b) shall be Subcontractor of all of the conditions of Articles 4 and 5, to the extent of the Work completed prior to the termination hereunder. In the event of such termination, Subcontractor shall have no right to any compensation or recovery of any kind, including without limitation, consequential damages, from Contractor except as specifically provided in this Paragraph 27.3.

ARTICLE 28 - INSPECTION, TESTS AND CUTING AND FITTING

28.1 Subcontractor agrees to perform all tests and inspections called for in the Contract Documents and to make provision for inspection and testing by Contractor, Owner or Architect at the Project site or at Subcontractor's facilities to determine whether the Work or materials and equipment or processes used in the Work conform with the Contract Documents. The failure of Contractor, Owner or Architect to inspect, to test or to discover defective workmanship, materials or equipment shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents and shall not prejudice the rights of Contractor, Owner or Architect to reject or require correction of the same.

28.2 Subcontractor shall do all cutting, fitting or patching necessary for the performance of the Subcontract Work. Subcontractor will repair or pay the cost or repair of any damage, including, without limitation, damage to work performed by others, caused by Subcontractor in the performance of the Work.

ARTICLE 29 – CLAIMS AND DISPUTES; ARBITRATION

29.1 The parties hereto intend that all claims of Subcontractor shall be resolved in accordance with the provisions of the Contract Documents and this Subcontract, including Articles 8, 9 and this Article 29, and that Subcontractor's recoveries on its claims, if any, shall be limited to Subcontractor's portion of the relief Contractor receives from Owner as a result of such claims.

29.2 Contractor agrees to make a good faith effort to have Owner honor any just claim presented by Subcontractor. Subcontractor shall be responsible for the prosecution and presentation of any claim against or to Owner and shall pay all expenses of said prosecution or presentation, including without limitation, attorneys' fees. It shall be Subcontractor's obligation to give Contractor adequate notice to ensure that Contractor can give all notices required by the Contract Documents with respect to such claim in a timely manner. In addition to the other provisions of this Subcontract dealing with payment, Change Orders or notice requirements, Subcontractor understands and agrees that Subcontractor waives all right to and has no right to payment for any claim or request for additional compensation of any kind that is submitted more than thirty (30) calendar days after the completion of the Work. Except as provided in Paragraph 29.3 hereof, Subcontractor agrees to be bound by the determination of Owner or Architect with respect to all claims.

29.3 If an appeal or legal proceeding is specifically permitted by the Contract Documents and if requested in writing by Subcontractor, Contractor will, in its name and on Subcontractor's behalf, appeal any decision of Owner or Architect or institute a legal proceeding against the Owner or Architect, then in any such event, the Subcontractor shall be responsible for filing fees, court costs, expert fees and any expenses, arbitration costs and attorneys' fees, attributable thereto (and, if requested, shall make an advance deposit for such costs) and shall render all assistance requested by Contractor. If claims on behalf of other subcontractors are involved in such an appeal or legal proceeding, Subcontractor shall pay only its proportionate share (as determined by the ratio of the face amount of its claim to the total of all claims i of the costs and expenses. Subcontractor shall be bound by the determination rendered on such an appeal or in such legal proceeding and shall be entitled only to is proportionate share of any actual net recovery from Owner, less Contractor's overhead and profit.

29.4 Except as provided in Paragraph 29.5, any claims of Subcontractor that cannot be resolved in accordance with the provisions of the Contract Documents or the Subcontract, shall be finally determined by binding arbitration in accordance with the current Construction Industry Rules of the American Arbitration Association by one or more arbitrators selected in accordance with said Rules. The parties acknowledge that this Subcontract evidences a transaction involving interstate commerce and that this agreement to arbitrate is enforceable under 9 U.S.C., §§ 1, et seq. The place of arbitration shall be selected by the Contractor. Subcontractor shall not stop, hinder or delay the Work in any way during the pendency of arbitration. Should the Contractor through litigation, arbitration, or other means seek enforcement of any of the provisions hereof or seek to protect its interests in any matter arising under this Subcontract, or seek to collect damages for the breach of this contract, or seek to prosecute or defend any suit resulting from this Subcontract, or seek to recover on the performance and payment bond given by the Subcontractor under this contract, the Subcontractor and his surety, jointly and severally, agree to pay Contractor all costs, expenses, and attorneys' fees incurred in the investigation, preparation, and trial or hearing of such matters and otherwise reasonably related thereto.

29.5 Regardless of the agreement to arbitrate set forth in Paragraph 29.4, Subcontractor hereby agrees that upon Contractor's request, Subcontractor will consent to becoming a party to any legal proceeding involving the Project and Subcontractor's work and to the jurisdiction of any court or other forum in which the proceeding is pending. Subcontractor acknowledges that this provision is intended to permit Contractor to cause Subcontractor to be a third party defendant to claims by Owner, other subcontractors or third parties against Contractor.

29.6 Pending final resolution of a claim, including arbitration, unless otherwise agreed in writing, the Subcontractor shall proceed diligently with performance of the Contract and the Contractor shall continue to make payments in accordance with the terms of this Subcontract.

ARTICLE 30 - SUBSTANCE ABUSE POLICY

30.1 Subcontractor agrees to implement Contractor's Substance Abuse Policy contained in Schedule I attached hereto (the "Policy") or a substance abuse control program substantially similar to the Policy. Subcontractor agrees that it will enforce the prohibitions contained in the Policy or its own program, will test for drugs and alcohol pursuant tot the Policy or its own program, and will be responsible for receiving test results from the testing laboratory and administering discipline as required by the Policy or its own program.

30.2 Subcontractor specifically agrees to test its employees for drugs on a random basis as stated in the Policy or pursuant to its own program. As part of this random testing requirement, Subcontractor agrees to test all of its employees on the Project site on the date or dates Contractor selects to test its own employees.

30.3 Contractor agrees to defer to Subcontractor's interpretation of the Policy or its own program as it applies to Subcontractor's employees with regard to matters such as testing (other than random testing) and discipline as long as Subcontractor's interpretation is reasonable and is consistent with the purpose of the Policy to prevent substance abuse by all employees on the Project site.

ARTICLE 31- HAZARDOUS SUBSTANCES

Subcontractor agrees and guarantees that it will not employ any materials in the performance of the Work or install any materials which contain hazardous substances except as permitted by applicable law. Subcontractor further agrees that it will remove (in a manner in accordance with applicable law) any materials which contain hazardous substances and which were installed by Subcontractor in violation of this provision, will replace them with materials that do not contain hazardous substances and will repair any of the Work or the work of others damaged by such removal and replacement. The removal, replacement and repair shall be at Subcontractor's sole expense. Subcontractor also agrees, in exchange for ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, to indemnify and defend Contractor from any and all claims, damages, expenses and liability of any kind relating in any way to Subcontractor's use of or installation of materials containing hazardous substances.

ARTICLE 32 - USE OF CONTRACTOR'S EQUIPMENT

If Subcontractor uses the equipment, machinery, tools or materials of Contractor or other subcontractors or if Contractor performs any of the work for Subcontractor which Subcontractor is required by this Agreement to perform, Subcontractor agrees to defend, indemnify and hold harmless Contractor, its agents and employees against any claims, demands or lawsuits for loss or damage to property or personal injury which may be made against Contractor arising from or related to the use by Subcontractor of the equipment, machinery, tools or materials of Contractor or the performance of Subcontractor's work by Contractor. In addition to the obligations set forth above, Subcontractor agrees to waive all rights to claim against Contractor for any loss, damage or lawsuit incurred by Subcontractor which results from Subcontractor's use of the equipment, machinery, tools or materials of Contractor or from the performance of a portion of Subcontractor's work by Contractor.

ARTICLE 33 - MISCELLANEOUS

33.1 Joint Venture or Partnership. If Subcontractor is a joint venture or partnership, each party to the joint venture or partnership represents and agrees that the person who signs this Subcontract on behalf of Subcontractor is authorized to sign and by signing this Subcontract jointly and severally obligated each of them to all undertakings and obligations set forth in the Subcontract Documents.

33.2 Governing Law. The validity, interpretation and performance of this Subcontract shall be governed by the law of Mississippi, except: (a) If any provision or requirement of this Subcontract or the Contract Documents provides that the law of another state or the law of the federal government is applicable to, controls, governs or determines certain duties, responsibilities, or obligations, including warranty obligations, of a party hereto, or any aspect or portion of this Subcontract, then the other state's law or federal law shall apply to, control, govern or determine those certain duties, responsibilities or obligations of that party or that aspect or portion of this Subcontract, and (b) if the Contract is with the federal government or agency or branch thereof, then the Subcontractors' rights to recover from the Contractor for changed work, extra work, Differing Conditions, delay or disruption in the performance of the Work are limited to the Contractor's rights to recover from the federal government or agency or branch thereof under the applicable federal law.

33.3 No Third Party Beneficiaries. This Subcontract is intended solely for the direct benefit of the parties hereto. There are no third party beneficiaries of this Subcontract.

Attachment: Sub-Contractors Atwood Fence Company Request No. 3 in the amount of $44,100.00 for Kiln Delisle Road Bridge SAP-23(30)

PRIME CONTRATOR: CHRIS ALBRITTON CONST. CO.

PROJECT: HANCOCK CO., MS SAP-23(30)

ADDENDUM TO SUBCONTRACT

This ADDENDUM TO SUBCONTRACT (the "Addendum") is incorporated by reference into the subcontract agreement (the "Subcontract") by and between Atwood Fence Company, Inc. ("Atwood") and the Contractor named above ("Prime Contractor") related to that certain project referenced above (the "Project"). The parties hereby agree to the following amended, modified, or additional terms to the Subcontract. In the event the terms and conditions of this Addendum conflict with the terms and conditions of the Subcontract, the terms and conditions of this Addendum shall govern.

Indemnity and Hold Harmless Provisions

If the Subcontract requires Atwood to indemnify, defend or hold the Prime Contractor harmless (the "Defense Obligations"), the following will apply:

a. Atwood will only be required to do so for its own negligence or actions, and not those of the Prime Contractor, its agents or third parties.
b. The Defense Obligations will not be triggered unless and until a court of competent jurisdiction determines Atwood is at fault, and then, only to such extent that fault is apportioned to Atwood.
c. Any insurance policies naming Prime Contractor as an additional insured shall be provided using Additional Insured Endorsement Form U-GL-1175 F CW.

Scheduling Our Work

Once notified by the Prime Contractor, Atwood will make reasonable efforts to begin its work on the Project as quickly as possible. However, Atwood will have no obligation to perform the work unless given **at least two (2) weeks'** advance notice. No delays will be attributable to Atwood unless two (2) weeks' notice has been given.

Damages on the Project

In the event the Prime Contractor is assessed liquidated (or similar) damages on the Project, the following will apply:

a. Atwood will not have any liability for any such damages if it has not been given adequate notice (e.g., at least two weeks) to begin the work.
b. Unless such damages are due solely to Atwood's performance, or lack thereof, Atwood's liability will be limited to its pro rata share of the damages in the same proportion that the Subcontract relates to the Project (e.g., if the Subcontract is $25,000 and the Prime Contractor's contract is $100,000, Atwood's share of the damages can be no more than 25%). In no event can Atwood's damages exceed the amount of the Subcontract.

Traffic Control and Mobilizations

Unless specifically stated in Atwood's quote, the scope of work does not include the provision of traffic control services. Further, if Prime Contractor asks Atwood to mobilize to the Project to perform the work, and the Project is not adequately prepared to perform the work under the Subcontract, Prime Contractor will owe Atwood an additional mobilization cost in the amount of $1,500.

Final Payment

Payments of amounts owed to Atwood by Prime Contractor shall be primarily governed by the Subcontract, ***provided however***, that upon satisfactory completion of Atwood's work, Atwood shall be paid within thirty (30) days of the final pay application or estimate Prime Contractor receives on the Project unless Prime Contractor notifies Atwood, in good faith, that (1) Atwood's work was not properly performed or not performed in a timely manner and, (2) as a result of such work, Prime Contractor has not been paid for such work.

Attachment: Sub-Contractors Atwood Fence Company Request No. 3 in the amount of $44,100.00 for Kiln Delisle Road Bridge SAP-23(30)

COPY

QUOTATION

C [illegible] DBE Female Owned

P O Box 565 | Kosciusko, MS 39090

Contact Information for Quote & Contract

[illegible]

ATWOOD FENCE COMPANY

Quote Date

4/5/2022

County	Project #	Bid Date
Hancock	SAP-23(30)	4/18/2022

QUANTITY	UOM	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
325.00	LF	S-606-B	Guard Rail "W" Beam	$31.00	$10,075.00
4.00	EA	S-606-D	Guard Rail Bridge End Section Type I "Thrie Beam"	$3,350.00	$13,400.00
4.00	EA	S-606-E	Guard Rail, Terminal End Section	$3,500.00	$14,000.00
4.00	EA	S-630-C	Reflectorized Traffic Object Marker Encapsulated Lens, Type 3	$85.00	$340.00
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00				$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
0.00		0		$0.00	
			TOTAL		$37,815.00

Our Quote incorporates the following terms and conditions:

- Price includes tax and bond not to exceed: 4.50%
- Price does not include traffic control.
- Prices are firm for thirty (30) days from the Quote Date listed above.
- Number of days estimated for our work: 1
- Number of mobilizations included in our price: 1
- Atwood will be paid $1,500 for each additional mobilization after the work quoted has been completed or any time Atwood mobilizes and the project is not ready for Atwood's work.
- *You must contact us at least two (2) weeks in advance to schedule work.* No delay damages will be assessed to Atwood unless it is proven that Atwood delayed the critical path of the project and that Atwood had been given at least 2 weeks notice plus the days Atwood estimated it would take to complete its scop of work. Furthermore, any delay damages assessed to Atwood are (1) limited to Atwood's pro rata share of the delay damages in the same proportion of the Subcontract amount to the Prime Contract amount and (2) capped at the Subcontrat amount.
- Notwithstanding any contractual provision, Atwood will have no obligation to defend, indemnify, and/or hold harmless unless and until a court of competent jurisdiction determines that Atwood is at fault and that Atwood's fault caused damage to Contractor
- Any obligation that Atwood name Contractor as additional insured will be provided using Additional Insured Endorsement Form U-GL-1175 F CW

Attachment: Sub-Contractors Atwood Fence Company Request No. 3 in the amount of $44,100.00 for Kiln Delisle Road Bridge SAP-23(30)

33.4 Severability. The provisions of this Subcontract are severable. Should any provision of this Subcontract or any provision of the Contract Documents applicable to Subcontractor be unenforceable, the remaining provisions shall remain valid and binding.

33.5 Non-waiver. The failure by Contractor at any time to enforce or to require strict compliance or performance by Subcontractor with any of the provisions of the Subcontract or Contract Documents shall not constitute a present or future waiver of any such provision and shall not affect or impair in any way Contractor's rights at any time to enforce any such provision or to avail itself of such remedies as it may have for any breach thereof.

33.6 Survival of Terms. The terms of this Subcontract and the Contract Documents shall survive and remain in full force and effect after termination of this Subcontract or completion of the Work.

33.7 Only Written Modification. No changes, modifications, amendments of any of the terms and conditions of this Subcontract or the Contract Documents shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

33.8 Owner Approval. If Owner has the right to object to Subcontractor's selection, this Subcontract shall not be effective until Owner approves Subcontractor.

33.9 Headings. Headings are for convenience of the reader and are not a substantive part of this Subcontract.

33.10 Notice. Any notice required to be given to Subcontractor may be accomplished by mailing or delivering written notice to the address listed for the Subcontractor on page one (1) of this Subcontract. Any notice required to be given to Contractor may be accomplished by mailing or delivering written notice to the address listed for the Contractor on page one (1) of this Subcontract.

33.11 Subcontractor warrants that no statement, representation, inducement or promise, oral or in writing, of any kind by Owner, Contractor or Architect, not expressly made a part of the Contract Documents, has induced Subcontractor to enter into, or been relied upon by Subcontractor in entering into, this Subcontract.

33.12 This Subcontract embodies the entire agreement between the Contractor and Subcontractor. All bids, proposals for or acknowledgements of this Subcontract by Subcontractor, whether written or verbal, which contain any term, condition or provision which purports to modify, conflict with, contradict or add to this Subcontract or the Contract Documents, are void and of no force or effect. All negotiations, proposals or agreements prior to the date of this Subcontract are merged herein and superseded hereby, there being no agreements, warranties, understandings or promises other than those written expressly herein.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the day and year first above written.

	CHRIS ALBRITTON CONSTRUCTION CO, INC. (Contractor)	Atwood Fence Company
By:		Kay Atwood-VanSkiver
Print:	Jonathon Turner	Kay Atwood-VanSkiver
Title:	Heavy Construction Manager	Pres.
Witness:		Robin Payne
License No:		03297-MC
State:		MS

Attachment: Sub-Contractors Atwood Fence Company Request No. 3 in the amount of $44,100.00 for Kiln Delisle Road Bridge SAP-23(30)

Hancock County School District

Kendrick Lacoste
Director of Maintenance

August 2, 2022

I, Kendrick Lacoste, on behalf of Hancock County School District Maintenance Department, would like to submit a letter of request for your services to repair pavement damage on both the Hancock High School & Hancock Middle School campus. I am including five pictures that are labeled with the specific areas needing repairs. These areas are not large, but extremely sensitive for bus traffic and car rider vehicles.

Your consideration is greatly appreciated to enrich the needs of our children.

Sincerely,

Kendrick Lacoste,
Facilities Maintenance

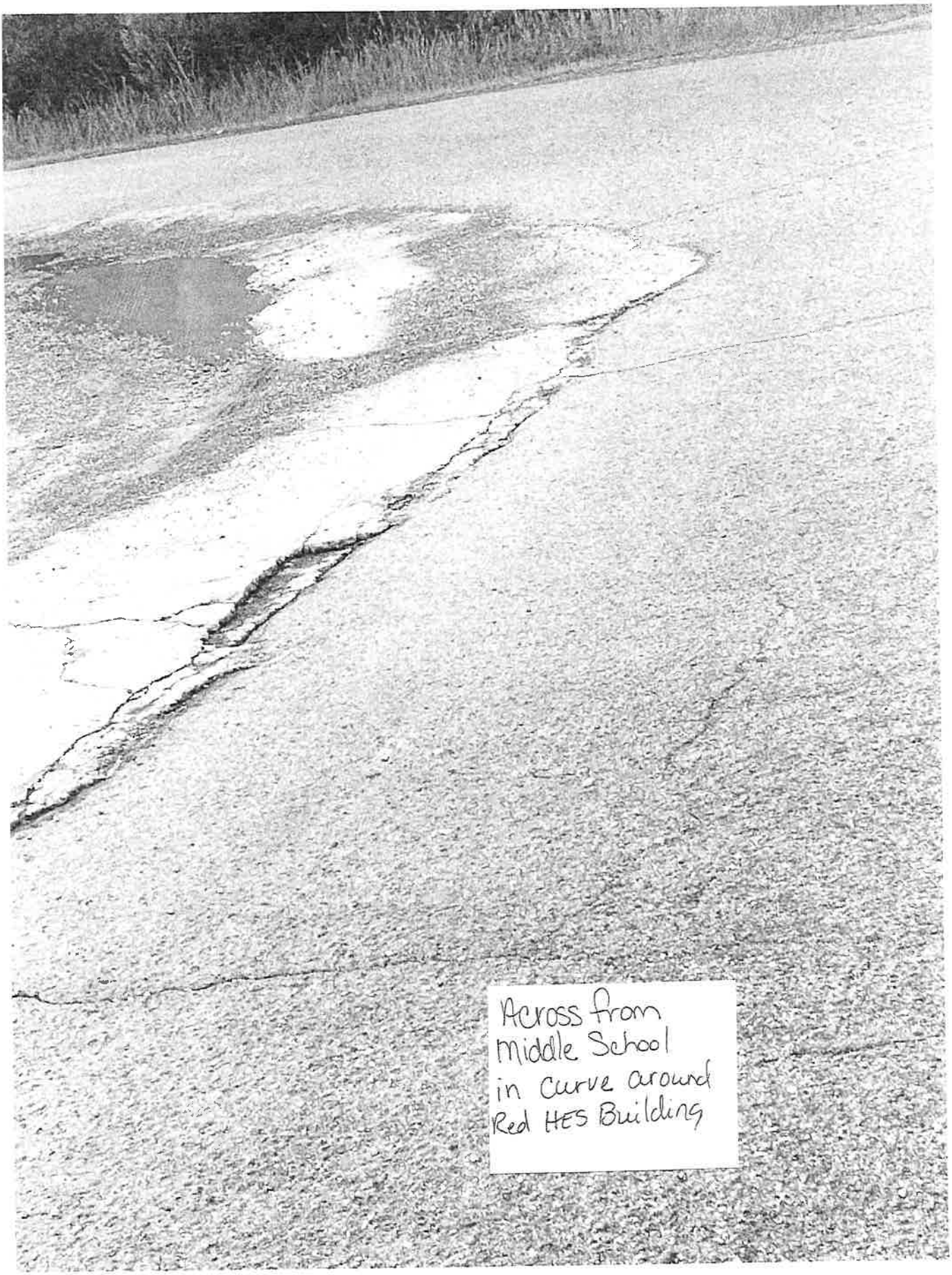
Attachment: school request 2022_20220810134857 (11258 : Discussion regarding school request 2022)

18375 Highway 603, Kiln, MS 39556

228.255.0376 (office)
228.255.0378 (fax)

Administration
Parking Lot

Attachment: school request 2022_20220810134857 (11258 : Discussion regarding school request 2022)



Attachment: school request 2022_20220810134857 (11258 : Discussion regarding school request 2022)

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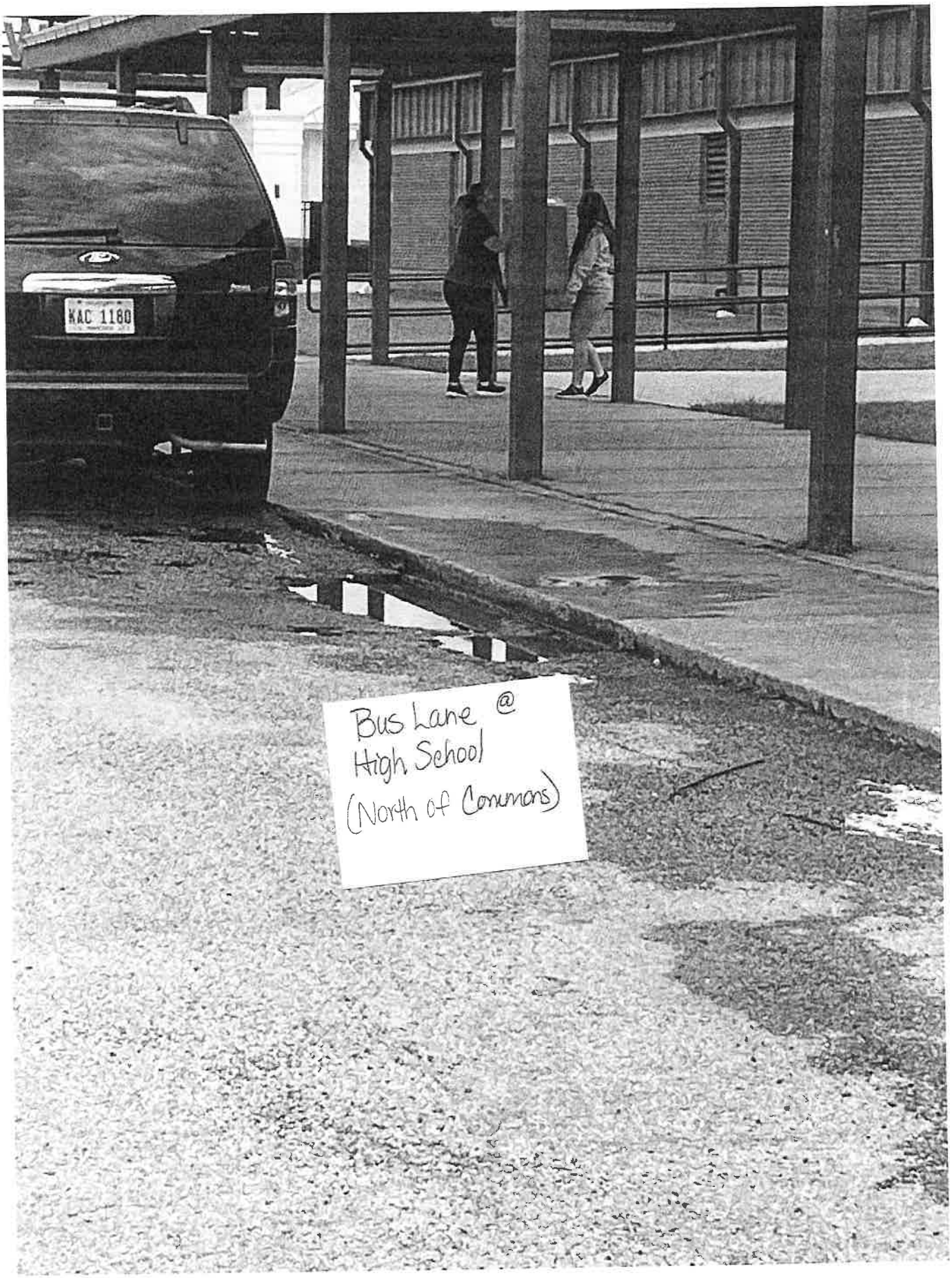

Attachment: school request 2022_20220810134857 (11258 : Discussion regarding school request 2022)

Attachment: school request 2022_20220810134857 (11258 : Discussion regarding school request 2022)

second month, from the date of adoption of the resolution. Notice of the proposed tax levy must be published once each week for at least three (3) consecutive weeks in a newspaper having a general circulation in the county. The first publication of the notice shall be made not less than twenty-one (21) days before the date fixed in the resolution on which the board of supervisors proposes to levy the taxes, and the last publication of the notice shall be made not more than seven (7) days before that date. If, within the time of giving notice, fifteen percent (15%) or two thousand five hundred (2,500), whichever is less, of the qualified electors of the county file a written petition against the levy of the taxes, then the taxes shall not be levied unless authorized by three-fifths ($^{3}/_{5}$) of the qualified electors of the county voting at an election to be called and held for that purpose.

Miss. Code Ann., Section 19-3-42(1)-(3) School Bus Turnaround

(1) The board of supervisors of any county is hereby authorized and empowered, in its discretion, to grade, gravel or shell, repair, and/or maintain private gravel or shell roads or driveways to private residences if such roads or driveways are used for school bus turnarounds.

(2) Prior to engaging in the work authorized in subsection (1) of this section, the board of supervisors shall spread upon the official minutes of the board:

(a) The written request of the school board for such work;

(b) The written approval of the board of supervisors for such work;

(c) The specific location of the road or driveway to be worked; and

(d) The name of the owner of the road or driveway to be worked.

(3) The written request of the school board, as required in subsection (2)(a) above, shall contain a current list of all active school bus turnarounds presently in use by the school district or contemplated for use by the school district for the present school year. The approval by the board of supervisors shall be valid and effective for the period of time that a turnaround is anticipated for use, but in no event for a period greater than one (1) year.

Miss. Code Ann., Section 19-3-42(4) Work on Public School Grounds

(4) In addition to the authority granted in subsection (1) of this section, from and after October 1, 1989, the board of supervisors of any county is further authorized, in its discretion, to maintain public school grounds of the county and to grade, gravel, shell or overlay, and/or to maintain gravel, shell, asphalt or concrete roads, driveways or parking lots of public schools of the county if, before engaging in such work, the board of supervisors shall spread upon its official minutes the written request of the school board for such work, the written approval of the board of supervisors for such work and the specific location of the school grounds or road, driveway or parking lot, to be worked.

Miss. Code Ann., Section 19-3-42(5) Private, Non-profit Cemeteries

(5) In addition to any other authority granted in this section, the board of supervisors of any county is hereby authorized, in its discretion, to repair and maintain driveways and parking lots of: (a) any nonprofit organization in the county which is tax exempt under Section 501(c) of the United States Internal Revenue Code and which has as one (1) of its primary purposes for organization to aid and assist in the rehabilitation of persons suffering from drug abuse or drug addiction; and (b) any private, nonprofit cemeteries in the county. The board of supervisors of any county shall not be authorized under the provisions of this subsection to repair or maintain driveways or parking lots

Attachment: school request 2022_20220810134857 (11258 : Discussion regarding school request 2022)

GOURAS & ASSOCIATES, LLC
AGREEMENT FOR CONSULTING SERVICES FOR KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN HANCOCK COUNTY, MISSISSIPPI TAXILANE SIERRA REHABILITATION PROJECT

THIS AGREEMENT is entered into this the ____ day of _____, 2022 by and between Gouras & Associates, LLC (the "Consultant"), and the Board of Supervisors of Hancock County, Mississippi (the "Client").

WHEREAS, Client submitted a proposal for a Katrina Supplemental Community Development Block Grant ("CDBG") from the Mississippi Development Authority ("MDA") for the rehabilitation of Taxilane Sierra located at the Stennis Airport (the "Project") under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, Client obtained application preparation assistance and needs subsequent administrative assistance in implementing the Project; and

WHEREAS, Client desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the application preparation and subsequent implementation of the Project, and the Consultant desires to provide said services; and

WHEREAS, Client and the Consultant acknowledge that the effective date of this contract shall be the date of execution of a Grant Agreement for services for the above-referenced Project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1: SCOPE OF SERVICES

The Consultant shall do, perform and carry out in a satisfactory and proper manner such work as the Client determines is necessary to accomplish the activities funded by the Grant. Specific job tasks that the Consultant shall assist the Client in performing include, but are not necessarily limited to the following:

1. **General Services:** Establish a filing system to keep and maintain the necessary records as appropriate for implementation of the Grant in accordance with applicable federal, state, and local rules and regulations. The filing system and records shall include, among other things, the following records:
   - A. Citizen Participation
   - B. Environmental Review Record*
   - C. Labor Standards
   - D. Acquisition
   - E. Procurement

Attachment: Gouras Admin Agreement HCBOS Taxilane Sierra (11256 : Approve Agreement for Consulting Services for KCDBG Taxilane Sierra

F. Financial Management
G. Other Resources
H. Equal Opportunity and MBE/WBE
I. Section 3 Compliance
J. General Correspondence
K. Coordination with attorney, engineer and contractor for grant compliance

* This contract does not include third party services or reports (i.e. wetlands delineations, cultural resources determination, hazardous/radioactive assessments, Phase I, etc.) that may be essential to complete required environmental review record.

2. **The Consultant shall be responsible for:**

A. Overall coordination of Project activities;
B. Attending monitoring visits, meetings, etc.;
C. Completion of the Environmental Review Process;
D. Establishing and maintaining financial records;
E. Preparing the necessary documentation to request funds from MDA; and
F. Providing all other services considered normal administrative services within the course of this Agreement.

3. **Close-Out Project:** It is anticipated that the Consultant shall prepare close-out documents required by MDA.

The Consultant will be available at all reasonable times to assist Client in performing such work in a satisfactory and proper manner as Client deems necessary under the Project. Consultant's specific job tasks are not necessarily limited to the above and will conform to the specific needs of Client in implementing the Grant.

SECTION 2: DISPOSITION OF WORK MATERIALS

All contract documents and similar work materials prepared by the Consultant in completing the scope of services set forth herein shall be the property of Client.

SECTION 3: TIME OF PERFORMANCE

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the Project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

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SECTION 4: PERSONNEL

The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with Client. All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under the State, Federal, and Local law to perform such services.

SECTION 5: TERMINATION FOR CONVENIENCE OF CLIENT

Client may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of Client become its property. If the Contract is terminated by Client as provided herein, the Consultant shall be paid for all work completed up to the termination date.

SECTION 6: TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time for cause by giving written notice to Client of such termination and specifying the effective date thereof and stating the purported grounds for termination. In the event of such notice, Client shall have thirty (30) days to cure the default. Upon failure of Client to cure the default within that thirty (30) day timeline, Consultant's notice of termination may become effective. In the event of termination by Consultant under this Title, all materials as described above shall become the property of Client. The Consultant shall be paid for all work completed up to the termination date.

SECTION 7: CHANGES

Client or Consultant may, from time to time, request changes in the terms of this Agreement. Any changes shall be effective only if mutually agreed upon by the parties hereto and incorporated in written amendments to this Contract.

SECTION 8: COMPENSATION DUE TO CONSULTANT and METHOD OF PAYMENT

Client agrees to pay Consultant the total amount of Seventy Thousand Two Hundred Ninety-Five United States Dollars and Fifty-Nine Cents ($70,295.59). Client agrees to pay the Consultant as follows:

1. For Application Preparation and Submittal: **$10,000** due and payable upon

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execution of a grant agreement between MDA and Client.

2. For Completion of Environmental Review Process: **$5,000,** due and payable upon MDA acceptance of the Environmental Checklist and the receipt of an invoice from Consultant. This contract does not include third party services or reports (i.e. wetlands delineations, cultural resources determination, hazardous/radioactive assessments, Phase I, etc.) that may be essential to complete the Environmental Checklist.

3. For services from and after the Notification of Grant Award, including but not limited to, preparation and submission of quarterly reports; establishment of Client's record keeping and financial management system in accordance with all Federal and State laws and regulations; assisting Client in procuring professional services as needed; and any other services necessary to implement the Project: **$2,500,** due and payable upon the receipt of an invoice from Consultant.

4. Beginning with the first month following the Execution of the contract for the construction of the Project, the Consultant will submit monthly invoices equal to the percentage of construction complete for a total of **$50,295.59.**

5. Retainage for acceptance and approval of close-out documents by MDA shall not exceed **$2,500.**

SECTION 9: EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

SECTION 10: INTEREST OF MEMBERS OF CLIENTAND OTHERS

No officer, member, or employee of Client and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION 11: ASSIGNABILITY

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of Client

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thereto; provided, however, that claims for money due or to become due the Consultant from Client under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Client.

SECTION 12: INTEREST OF CONSULTANT

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

SECTION 13: FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which Client requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of Client.

SECTION 14: OFFICIALS NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

The Consultant is advised that no member, officer, or employee of the local public body or its designers or agents, no member of the governing body of the locality in which the Project is situated, and no other public officials of such locality or localities who exercise any functions or responsibilities with respect to the Project during their tenure or for one year thereafter, shall have any interest, direct or indirect in the contract or subcontract, or the proceeds thereof for work to be performed in connection with the Project.

SECTION 15: AUDITS AND INSPECTIONS

The Consultant shall keep and maintain books, records, and other documents relating to the receipt and disbursement of such grant funds; and any duly authorized representative of MDA, the Client, HUD, and/or the Office of Inspector General, and the Government Accountability Office shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other Project documents until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained according to the program policies of MDA, the Client, HUD, and the Office of Inspector General, and the Government Accountability Office governing this contract.

The Consultant agrees that any duly authorized representative of the MDA, the Client, HUD, and/or the Office of Inspector General, and the Government Accountability Office shall, at all reasonable times, have access to any portion of the Project in which the Consultant is involved until the completion of all close-out procedures respecting this grant.

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SECTION 16: REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between Client and Consultant arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which Client is located.

SECTION 17: CLIENT'S RESPONSIBILITIES

Client agrees to provide full information to the Consultant as to its requirements for the Project; pay all costs incidental to obtaining bids or proposals from contractors; and provide such legal, accounting, independent costs estimating, and insurance counseling services as may be required for the Project.

SECTION 18: PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

No material produced in whole or in part under this Agreement shall be subject to copy right in the United States or in any other country. Client, MDA, and HUD shall each have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any report, data, or other materials prepared under this Agreement.

SECTION 19: FEDERAL AND STATE GUIDELINES

The Consultant does hereby bind itself, certified and gives its assurance that it will comply with all requirements of the grantor agency, as the requirements relate to the application, acceptance and use of federal funds for the federally and state assisted projects in accordance with special provisions attached.

SECTION 20: SPECIAL PROVISION REGARDING SECTION 504 HANDICAPPED

The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

SECTION 21: SUCCESSORS AND ASSIGNS

Client and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving

any rights or benefits hereunder to anyone other than Client and the Consultant.

SECTION 22: MISCELLANEOUS PROVISIONS

This Agreement shall be construed as in accordance with the laws of the State of Mississippi and all obligations of the parties created hereunder are performable for Client.

In case one or more of the provisions in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Attachments to this contract are as follows:

SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

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SIGNATURE PAGE TO
GOURAS & ASSOCIATES, LLC
AGREEMENT FOR CONSULTING SERVICES FOR
KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM IN HANCOCK COUNTY, MISSISSIPPI
TAXILANE SIERRA REHABILITATION PROJECT

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement this the _____ day of _____ , 2022.

WITNESS:

_____

HANCOCK COUNTY BOARD OF SUPERVISORS

By: _____

WITNESS:

_____

GOURAS & ASSOCIATES, LLC

By: _____
Chris G. Gouras, Jr., Member

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SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

For the purpose of clarification, "Contracted Party" shall refer to the Subrecipient or Subgrantee and to all individuals, firms, companies, businesses, firms or related entities in relationship with it, contractual or otherwise, for this Contract.

1. Access of MDA, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow MDA, the State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives, at all reasonable times, access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Furthermore, the Contracted Party shall allow any of the aforesaid parties, at all reasonable times, access to any portion of the project in which the Contracted Party is involved until the completion of all close-out procedures respecting this grant.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party fails to fulfill in a timely, proper and satisfactory manner its obligations under this Contract, or if it violates any of the covenants, agreements, or stipulations of this Contract, MDA shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to MDA for damages sustained by virtue of any breach of the Contract by the Contracted Party. MDA may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due MDA from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

MDA may terminate this Contract any time by providing a written notice from MDA to the Contracted Party giving the effective date of the termination. If the Contract is terminated by MDA as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made, provided that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Changes

MDA may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the

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amount of the Contracted Party's compensation which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to this Contract.

5. Cost Overruns

The Contracted Party agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Contracted Party.

6. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of OMB Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

7. Records

The Contracted Party shall maintain all books, records, and other documents required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include, but not limited to, the following as applicable:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and,
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

8. Personnel

The Contracted Party represents that it has or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with MDA.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contracted Party shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the

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subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

10. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontractors working on this project, MDA shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by MDA for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

11. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to MDA for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

In operation of the project to which this grant relates, no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, national origin, age, disability, or political affiliation or belief.

Therefore, the Contracted Party will comply with the following clauses:

a) Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for

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which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

b) Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,

c) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party and any/all subcontractors will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3") and with the requirements of 24 C.F.R. Part 75.

Section 3 requires that, to the greatest extent feasible, employment and training opportunities arising in connection with the Section 3 project are provided to Section 3 workers within the area in which the project is located. Where feasible, the Contracted Party shall give priority for opportunities and training to Section 3 workers residing in the service area or in the neighborhood of the project and to participants in YouthBuild Programs.

Additionally, the Contracted Party shall, to the greatest extent feasible, ensure that contracts for work awarded in connection with this Section 3 project are provided to business concerns that provide economic opportunities to Section 3 workers. In the event that the Contracted Party enters into any subcontracts for work covered under this Contract, the Section 3 requirements applicable to the Contracted Party will also be applicable to its subcontractor(s).

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Health and Safety Standards

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All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

18. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

19. Compliance with the Mississippi Employment Protection Act

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contracted Party agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contracted Party further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contracted Party understands and agrees that any breach of these warranties may subject it to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contracted Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Contracted Party would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

20. Compliance with the Mississippi Jobs First Initiative

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Jobs First Initiative, Senate Bill 2622 of the 2012 Mississippi State Legislature General Session (Section 31-5-37 Mississippi Code Annotated, as amended). The Initiative requires contractors that are awarded bids for public works projects that utilize funds received by State or local entities resulting from a federally declared disaster or a spill of national significance to register and list job opportunities with the Mississippi Department of Employment Security (MDES).

21. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of MDA. The Contracted Party shall be as fully responsible to MDA for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with all applicable regulatory provisions of this Contract.

22. Assignability

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The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of MDA provided that claims for money due or to become due the Contracted Party from MDA under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to MDA.

23. Code of Standards of Conduct

The Contracted Party will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

24. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

25. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

26. Interest of Contractor

The Contracted Party covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

27. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

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28. Use of Influence

The chief executive officer certifies, to the best of his or her knowledge and belief, that:

a) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The Contracted Party shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, Sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

29. Uniform Relocation Act Requirements

To the extent applicable, the Contracted Party will comply with all applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630), as amended, and the implementing regulations and related requirements (including the requirement to provide a certification that the recipient is following a residential anti-displacement and relocation assistance plan under Section 104(d)) of the Act).

30. Excessive Force

The Contracted Party will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

31. Architectural Barriers Act and Americans with Disabilities

The Contracted Party will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

32. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of $100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329). Therefore, the Contracted Party will:

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a) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 ("NEPA") and other provisions of law which further the purposes of NEPA, as set forth in the regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and

b) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the HUD Secretary pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

a) Consents to assume the status of a responsible federal official NEPA and other provisions of federal law, as specified in 24 CFR Part 58; and

b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under NEPA, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and

b) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

a) Focusing attention on the environment and health conditions in minority and low-income communities; and

b) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and

c) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

33. <u>Flood Insurance Purchase Requirements</u>

To the extent applicable, the Contracted Party agrees to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition

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purposes for use in any area that has been identified by the HUD Secretary as an area having special flood hazards. The phrase, "federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

34. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

35. Lead Based Paint

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

36. Program Monitoring

The Contracted Party agrees to assist and cooperate with the federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

37. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of MDA.

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SPECIAL CONDITIONS
COMMUNITY REVITALIZATION

I. CONDITIONS THAT REQUIRE WRITTEN CLEARANCE FROM THE DIASTER RECOVERY DIVISION, MISSISSIPPI DEVELOPMENT AUTHORITY

A. Mississippi State Department of Health Approval

If applicable, prior to the release of any CDBG funds for water improvement construction, the Sub-grantee shall provide written documentation that the plans and specifications have been approved by the Mississippi State Department of Health.

B. Department of Environmental Quality Approval

If applicable, prior to the release of any CDBG funds for wastewater or solid waste improvement construction, the Sub-grantee shall provide written documentation that the plans and specifications have been approved by the Mississippi Department of Environmental Quality, Office of Pollution Control.

C. Mississippi Public Service Commission Approval

If applicable, prior to the release of CDBG funds for water, sewer, and gas system construction, the Sub-grantee shall provide evidence that the Mississippi Public Service Commission has issued a “Certificate of Public Convenience and Necessity” for improvements in an uncertificated and/or unserved area, and/or the transfer of ownership of a system.

II. OTHER SPECIAL CONDITIONS

A. Fair Housing Plan

The Sub-grantee shall have on file a document for promoting Fair Housing.

B. Building Standards

If applicable, all building construction shall comply with the applicable codes and standards approved by the 2003 International Code Council or to locally adopted codes, whichever are more stringent.

C. State Aid Standards

If applicable, streets or access roads shall be designed and constructed at least to minimum State Aid standards or to local subdivision standards, whichever are more stringent.

D. Budget Revision Acceptance

The Sub-grantee agrees and accepts all changes to the budget pages of its CDBG application; and the revised budget forms attached to this contract shall constitute the true and correct budget for the Sub-grantee's CDBG project, and are hereby incorporated by reference herein and made a part of this contract.

E. In-Kind Services

If applicable, any in-kind services to be performed by the Sub-grantee or others designated as local match funds must be adequately documented or make actual dollar

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contributions to provide for the local match funds.

F. Leveraged Funds

1. The Sub-grantee is held to its leveraged fund commitment as stated in the approved application.

2. Should a portion of the matching funds not be required (i.e., low bids, MDA approved change in scope of work), MDA, Community Services Division, will reduce the grant proportionately so that the leveraging ratio holds constant regardless of how funds are budgeted.

3. CDBG funds must be drawn down in proportion with matching funds for each activity as applicable.

G. LMI Hook-Ups

Low- and moderate-income persons must actually be hooked up to the system in order to be counted as beneficiaries on water, sewer, or gas projects. CDBG funds cannot be used to install nor connect service lines if the property is owned by a person who is not of low- or moderate-income, even if the renter is of low- or moderate-income. The cost of connecting LMI property owners to the service lines can be paid from CDBG or other funds, but the connection to the system must be at no cost to the LMI beneficiaries.

H. Availability of Funds

This contract is contingent on the availability of funds from the U.S. Department of Housing and Urban Development.

I. Lease of Buildings Funded Through Public Facilities

Funds awarded through the Community Revitalization category for the construction of buildings for public services, i.e., human services, mental health, county health departments, medical clinics, etc., cannot be leased. No income can be generated from the use of a building which was constructed with CDBG grant funds.

J. Deliverables

The Sub-grantee shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. The deliverables listed below will be reported quarterly on the following dates:

- March 15
- June 15
- September 15
- December 15

The MDA has provided a template for quarterly progress reports and is included as Attachment A, which will include the following deliverables:

- Performance measures appropriate to the grant activity:
  - **Debris Removal**
    - # of properties
    - # of businesses
    - # of households benefiting
    - # of persons benefiting*
  - **Clearance and Demolition**

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- # of properties
- # of housing units
- # of buildings (non-residential)
- # of public facilities
- # of businesses
- # of non-business organizations benefiting

- **Rehabilitation or reconstruction of structures**
  - # of households benefiting
  - # of housing units
  - # of buildings (non-residential)
  - # of public facilities
  - # of businesses
  - # of non-business organizations benefitting
  - # of households benefiting
  - # of persons benefiting*
- **Acquisition, construction, reconstruction of public facilities**
  - # of households benefiting
  - # of persons benefiting*
  - # of properties
  - # of housing units
  - # of buildings (non-residential)
  - # of public facilities
  - # of non-business organizations benefiting
  - # of linear feet of public improvement
  - # of linear miles of public improvement
- **Acquisition of buildings for the general conduct of government**
  - # of buildings (non-residential)
- **Construction of buildings for the general conduct of government**
  - # of buildings (non-residential)
  - # of persons benefiting
- **Rehabilitation/reconstruction of a public improvement**
  - # of persons benefiting*
  - # of linear feet of public improvement
  - # of linear miles of public improvement
- **Rehabilitation/reconstruction of other non-residential structures**
  - # of buildings (non-residential)
  - # of public facilities
  - # of businesses
  - # of non-business organizations benefiting
  - # of persons benefiting*
- **Rehabilitation/reconstruction of public facilities**
  - # of housing units
  - # of public facilities
  - # of non-business organizations benefiting
  - # of households benefiting
  - # of persons benefiting *
  - # of linear feet of public improvement
  - # of linear miles of public improvement
- **Construction/reconstruction of streets**
  - # of public facilities
  - # of non-business organizations
  - # of persons benefiting*
  - # of Linear feet of public improvement
  - # of linear miles of public improvement
- **Acquisition – buyout of non-residential properties**
  - # of properties

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    - # of buildings (non-residential)
    - # of businesses
    - # of non-business organizations benefiting
    - # of households benefiting
    - # of persons benefiting
- **Acquisition – General**
    - # of properties
    - # of housing units
    - # of households benefiting
    - # of persons benefiting
- **Planning**
    - # of buildings (non-residential)
    - # of persons benefiting*

- Milestones completed during the reporting period as they relate to the Statement of Work, timeline and budget.

- Roadblocks or delays that prevented milestones from being completed.

- An amended task-based schedule for completing the work.

- CDBG funds planned vs. actual for the reporting period.

*Number of persons benefitting will be broken out as follows:

Race	Total
White	
Black/African American	
Asian	
American Indian/Other Pacific Islander	
American Indian/Alaskan Native and White	
Asian and White	
Black/African American and White	
American Indian/Alaskan Native and Black/African American	
Hispanic	
Other Multi Racial	

K. Nonperformance Standard

If at the end of the contract period (as stated in Item 5 on page 1 of the grant agreement) construction has not begun, the Mississippi Development Authority, may, at its option, terminate this contract and recapture funds allocated. No contract extensions will be granted unless the Sub-grantee can document circumstances beyond its control that prevented construction.

L. Fire Safety Codes

If applicable, the Sub-grantee must comply with local fire safety codes.

M. Program Income

The sub-recipient shall report quarterly all program income (as defined at 24 CFR 570.500 (a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504 whether that

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income is generated during or after the contract period. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving loan fund account is not program income and shall be remitted promptly to the Grantee.

N. Request for Cash

To request cash the sub-recipient shall submit the following: Request for Cash Form, Request for Cash Consolidated Support Sheet and Cash Summary Support sheet along with other required documentation to support the expenditures.

O. Close-Out Package

Within 90 days after the completion or expiration of the grant agreement, the Sub-grantee must submit a complete and acceptable close-out package.

P. The sub-recipient must complete and submit an IRS W-9 Form.

All sub-recipients, unless specifically exempted, must be set up for payment through PayMode, the State's e-payment vehicle. This is a tool that captures the payment and remittance information and pushes it electronically to the vendor. To register for PayMode, the sub-recipient should go to the Bank of America's enrollment website at **http://portal.paymode.com/ms/**

The sub-recipient needs a valid email address in order to enroll in PayMode. This email address can be obtained through one of the free email services such as Yahoo or Hotmail. The sub-recipient must also have access to a computer. The sub-recipient may request assistance in enrolling with the State's e-payment provider by contacting the State via email at **mash@dfa.state.ms.us** or by calling the DFA MASH helpdesk at (601) 359-1343.

The sub-recipient must register in MAGIC as a Grantee.

All sub-recipients must be registered with Mississippi's Accountability System for Government Information and Collaboration, or "MAGIC". MAGIC is the statewide accounting and procurement system of record, encompassing Finance (accounting, budgeting, grants management), Logistics (procurement, fleet management, inventory management), and Data Warehouse functionality. Please visit the website below to register as a Grantee:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Q. Application

The application and all supporting documentation are incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained herein.

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GOURAS & ASSOCIATES, LLC
AGREEMENT FOR CONSULTING SERVICES FOR KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN HANCOCK COUNTY, MISSISSIPPI TAXILANE SIERRA REHABILITATION PROJECT

THIS AGREEMENT is entered into this the 15 day of August, 2022 by and between Gouras & Associates, LLC (the "Consultant"), and the Board of Supervisors of Hancock County, Mississippi (the "Client").

WHEREAS, Client submitted a proposal for a Katrina Supplemental Community Development Block Grant ("CDBG") from the Mississippi Development Authority ("MDA") for the rehabilitation of Taxilane Sierra located at the Stennis Airport (the "Project") under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, Client obtained application preparation assistance and needs subsequent administrative assistance in implementing the Project; and

WHEREAS, Client desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the application preparation and subsequent implementation of the Project, and the Consultant desires to provide said services; and

WHEREAS, Client and the Consultant acknowledge that the effective date of this contract shall be the date of execution of a Grant Agreement for services for the above-referenced Project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1: SCOPE OF SERVICES

The Consultant shall do, perform and carry out in a satisfactory and proper manner such work as the Client determines is necessary to accomplish the activities funded by the Grant. Specific job tasks that the Consultant shall assist the Client in performing include, but are not necessarily limited to the following:

1. **General Services:** Establish a filing system to keep and maintain the necessary records as appropriate for implementation of the Grant in accordance with applicable federal, state, and local rules and regulations. The filing system and records shall include, among other things, the following records:
   - A. Citizen Participation
   - B. Environmental Review Record*
   - C. Labor Standards
   - D. Acquisition
   - E. Procurement

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F. Financial Management
G. Other Resources
H. Equal Opportunity and MBE/WBE
I. Section 3 Compliance
J. General Correspondence
K. Coordination with attorney, engineer and contractor for grant compliance

* This contract does not include third party services or reports (i.e. wetlands delineations, cultural resources determination, hazardous/radioactive assessments, Phase I, etc.) that may be essential to complete required environmental review record.

2. **The Consultant shall be responsible for:**

A. Overall coordination of Project activities;
B. Attending monitoring visits, meetings, etc.;
C. Completion of the Environmental Review Process;
D. Establishing and maintaining financial records;
E. Preparing the necessary documentation to request funds from MDA; and
F. Providing all other services considered normal administrative services within the course of this Agreement.

3. **Close-Out Project:** It is anticipated that the Consultant shall prepare close-out documents required by MDA.

The Consultant will be available at all reasonable times to assist Client in performing such work in a satisfactory and proper manner as Client deems necessary under the Project. Consultant's specific job tasks are not necessarily limited to the above and will conform to the specific needs of Client in implementing the Grant.

SECTION 2: DISPOSITION OF WORK MATERIALS

All contract documents and similar work materials prepared by the Consultant in completing the scope of services set forth herein shall be the property of Client.

SECTION 3: TIME OF PERFORMANCE

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the Project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

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SECTION 4: PERSONNEL

The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with Client. All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under the State, Federal, and Local law to perform such services.

SECTION 5: TERMINATION FOR CONVENIENCE OF CLIENT

Client may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of Client become its property. If the Contract is terminated by Client as provided herein, the Consultant shall be paid for all work completed up to the termination date.

SECTION 6: TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time for cause by giving written notice to Client of such termination and specifying the effective date thereof and stating the purported grounds for termination. In the event of such notice, Client shall have thirty (30) days to cure the default. Upon failure of Client to cure the default within that thirty (30) day timeline, Consultant's notice of termination may become effective. In the event of termination by Consultant under this Title, all materials as described above shall become the property of Client. The Consultant shall be paid for all work completed up to the termination date.

SECTION 7: CHANGES

Client or Consultant may, from time to time, request changes in the terms of this Agreement. Any changes shall be effective only if mutually agreed upon by the parties hereto and incorporated in written amendments to this Contract.

SECTION 8: COMPENSATION DUE TO CONSULTANT and METHOD OF PAYMENT

Client agrees to pay Consultant the total amount of Seventy Thousand Two Hundred Ninety-Five United States Dollars and Fifty-Nine Cents ($70,295.59). Client agrees to pay the Consultant as follows:

1. For Application Preparation and Submittal: **$10,000** due and payable upon

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execution of a grant agreement between MDA and Client.

2. For Completion of Environmental Review Process: **$5,000,** due and payable upon MDA acceptance of the Environmental Checklist and the receipt of an invoice from Consultant. This contract does not include third party services or reports (i.e. wetlands delineations, cultural resources determination, hazardous/radioactive assessments, Phase I, etc.) that may be essential to complete the Environmental Checklist.

3. For services from and after the Notification of Grant Award, including but not limited to, preparation and submission of quarterly reports; establishment of Client's record keeping and financial management system in accordance with all Federal and State laws and regulations; assisting Client in procuring professional services as needed; and any other services necessary to implement the Project: **$2,500,** due and payable upon the receipt of an invoice from Consultant.

4. Beginning with the first month following the Execution of the contract for the construction of the Project, the Consultant will submit monthly invoices equal to the percentage of construction complete for a total of **$50,295.59.**

5. Retainage for acceptance and approval of close-out documents by MDA shall not exceed **$2,500.**

SECTION 9: EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

SECTION 10: INTEREST OF MEMBERS OF CLIENTAND OTHERS

No officer, member, or employee of Client and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION 11: ASSIGNABILITY

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of Client

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thereto; provided, however, that claims for money due or to become due the Consultant from Client under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Client.

SECTION 12: INTEREST OF CONSULTANT

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

SECTION 13: FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which Client requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of Client.

SECTION 14: OFFICIALS NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

The Consultant is advised that no member, officer, or employee of the local public body or its designers or agents, no member of the governing body of the locality in which the Project is situated, and no other public officials of such locality or localities who exercise any functions or responsibilities with respect to the Project during their tenure or for one year thereafter, shall have any interest, direct or indirect in the contract or subcontract, or the proceeds thereof for work to be performed in connection with the Project.

SECTION 15: AUDITS AND INSPECTIONS

The Consultant shall keep and maintain books, records, and other documents relating to the receipt and disbursement of such grant funds; and any duly authorized representative of MDA, the Client, HUD, and/or the Office of Inspector General, and the Government Accountability Office shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other Project documents until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained according to the program policies of MDA, the Client, HUD, and the Office of Inspector General, and the Government Accountability Office governing this contract.

The Consultant agrees that any duly authorized representative of the MDA, the Client, HUD, and/or the Office of Inspector General, and the Government Accountability Office shall, at all reasonable times, have access to any portion of the Project in which the Consultant is involved until the completion of all close-out procedures respecting this grant.

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SECTION 16: REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between Client and Consultant arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which Client is located.

SECTION 17: CLIENT'S RESPONSIBILITIES

Client agrees to provide full information to the Consultant as to its requirements for the Project; pay all costs incidental to obtaining bids or proposals from contractors; and provide such legal, accounting, independent costs estimating, and insurance counseling services as may be required for the Project.

SECTION 18: PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

No material produced in whole or in part under this Agreement shall be subject to copy right in the United States or in any other country. Client, MDA, and HUD shall each have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any report, data, or other materials prepared under this Agreement.

SECTION 19: FEDERAL AND STATE GUIDELINES

The Consultant does hereby bind itself, certified and gives its assurance that it will comply with all requirements of the grantor agency, as the requirements relate to the application, acceptance and use of federal funds for the federally and state assisted projects in accordance with special provisions attached.

SECTION 20: SPECIAL PROVISION REGARDING SECTION 504 HANDICAPPED

The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

SECTION 21: SUCCESSORS AND ASSIGNS

Client and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving

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any rights or benefits hereunder to anyone other than Client and the Consultant.

SECTION 22: MISCELLANEOUS PROVISIONS

This Agreement shall be construed as in accordance with the laws of the State of Mississippi and all obligations of the parties created hereunder are performable for Client.

In case one or more of the provisions in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Attachments to this contract are as follows:

SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

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SIGNATURE PAGE TO
GOURAS & ASSOCIATES, LLC
AGREEMENT FOR CONSULTING SERVICES FOR
KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM IN HANCOCK COUNTY, MISSISSIPPI
TAXILANE SIERRA REHABILITATION PROJECT

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement this the 15 day of August, 2022.

WITNESS:

HANCOCK COUNTY BOARD OF SUPERVISORS

CHANCERY CLERK ★ HANCOCK COUNTY, MS

BOARD OF SUPERVISORS ★ HANCOCK COUNTY, MS

By: _____

WITNESS:

_____

GOURAS & ASSOCIATES, LLC

By: _____
Chris G. Gouras, Jr., Member

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SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

For the purpose of clarification, "Contracted Party" shall refer to the Subrecipient or Subgrantee and to all individuals, firms, companies, businesses, firms or related entities in relationship with it, contractual or otherwise, for this Contract.

1. **Access of MDA, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books**

The Contracted Party agrees to allow MDA, the State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives, at all reasonable times, access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Furthermore, the Contracted Party shall allow any of the aforesaid parties, at all reasonable times, access to any portion of the project in which the Contracted Party is involved until the completion of all close-out procedures respecting this grant.

2. **Termination of Contract For Cause**

If, through any cause, the Contracted Party fails to fulfill in a timely, proper and satisfactory manner its obligations under this Contract, or if it violates any of the covenants, agreements, or stipulations of this Contract, MDA shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to MDA for damages sustained by virtue of any breach of the Contract by the Contracted Party. MDA may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due MDA from the Contracted Party is determined.

3. **Termination for Convenience of the Grantee**

MDA may terminate this Contract any time by providing a written notice from MDA to the Contracted Party giving the effective date of the termination. If the Contract is terminated by MDA as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made, provided that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. **Changes**

MDA may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the

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amount of the Contracted Party's compensation which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to this Contract.

5. Cost Overruns

The Contracted Party agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Contracted Party.

6. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of OMB Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

7. Records

The Contracted Party shall maintain all books, records, and other documents required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include, but not limited to, the following as applicable:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and,
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

8. Personnel

The Contracted Party represents that it has or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with MDA.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contracted Party shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the

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subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

10. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontractors working on this project, MDA shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by MDA for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

11. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to MDA for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

In operation of the project to which this grant relates, no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, national origin, age, disability, or political affiliation or belief.

Therefore, the Contracted Party will comply with the following clauses:

a) Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for

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which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

b) Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,

c) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party and any/all subcontractors will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3") and with the requirements of 24 C.F.R. Part 75.

Section 3 requires that, to the greatest extent feasible, employment and training opportunities arising in connection with the Section 3 project are provided to Section 3 workers within the area in which the project is located. Where feasible, the Contracted Party shall give priority for opportunities and training to Section 3 workers residing in the service area or in the neighborhood of the project and to participants in YouthBuild Programs.

Additionally, the Contracted Party shall, to the greatest extent feasible, ensure that contracts for work awarded in connection with this Section 3 project are provided to business concerns that provide economic opportunities to Section 3 workers. In the event that the Contracted Party enters into any subcontracts for work covered under this Contract, the Section 3 requirements applicable to the Contracted Party will also be applicable to its subcontractor(s).

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Health and Safety Standards

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All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

18. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

19. Compliance with the Mississippi Employment Protection Act

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contracted Party agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contracted Party further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contracted Party understands and agrees that any breach of these warranties may subject it to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contracted Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Contracted Party would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

20. Compliance with the Mississippi Jobs First Initiative

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Jobs First Initiative, Senate Bill 2622 of the 2012 Mississippi State Legislature General Session (Section 31-5-37 Mississippi Code Annotated, as amended). The Initiative requires contractors that are awarded bids for public works projects that utilize funds received by State or local entities resulting from a federally declared disaster or a spill of national significance to register and list job opportunities with the Mississippi Department of Employment Security (MDES).

21. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of MDA. The Contracted Party shall be as fully responsible to MDA for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with all applicable regulatory provisions of this Contract.

22. Assignability

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The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of MDA provided that claims for money due or to become due the Contracted Party from MDA under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to MDA.

23. Code of Standards of Conduct

The Contracted Party will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

24. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

25. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

26. Interest of Contractor

The Contracted Party covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

27. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

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28. Use of Influence

The chief executive officer certifies, to the best of his or her knowledge and belief, that:

a) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The Contracted Party shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, Sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

29. Uniform Relocation Act Requirements

To the extent applicable, the Contracted Party will comply with all applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630), as amended, and the implementing regulations and related requirements (including the requirement to provide a certification that the recipient is following a residential anti-displacement and relocation assistance plan under Section 104(d)) of the Act).

30. Excessive Force

The Contracted Party will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

31. Architectural Barriers Act and Americans with Disabilities

The Contracted Party will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

32. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of $100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329). Therefore, the Contracted Party will:

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a) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 ("NEPA") and other provisions of law which further the purposes of NEPA, as set forth in the regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and

b) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the HUD Secretary pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

a) Consents to assume the status of a responsible federal official NEPA and other provisions of federal law, as specified in 24 CFR Part 58; and

b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under NEPA, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and

b) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

a) Focusing attention on the environment and health conditions in minority and low-income communities; and

b) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and

c) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

33. Flood Insurance Purchase Requirements

To the extent applicable, the Contracted Party agrees to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition

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purposes for use in any area that has been identified by the HUD Secretary as an area having special flood hazards. The phrase, "federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

34. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

35. Lead Based Paint

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

36. Program Monitoring

The Contracted Party agrees to assist and cooperate with the federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

37. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of MDA.

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SPECIAL CONDITIONS
COMMUNITY REVITALIZATION

I. CONDITIONS THAT REQUIRE WRITTEN CLEARANCE FROM THE DIASTER RECOVERY DIVISION, MISSISSIPPI DEVELOPMENT AUTHORITY

A. Mississippi State Department of Health Approval

If applicable, prior to the release of any CDBG funds for water improvement construction, the Sub-grantee shall provide written documentation that the plans and specifications have been approved by the Mississippi State Department of Health.

B. Department of Environmental Quality Approval

If applicable, prior to the release of any CDBG funds for wastewater or solid waste improvement construction, the Sub-grantee shall provide written documentation that the plans and specifications have been approved by the Mississippi Department of Environmental Quality, Office of Pollution Control.

C. Mississippi Public Service Commission Approval

If applicable, prior to the release of CDBG funds for water, sewer, and gas system construction, the Sub-grantee shall provide evidence that the Mississippi Public Service Commission has issued a "Certificate of Public Convenience and Necessity" for improvements in an uncertificated and/or unserved area, and/or the transfer of ownership of a system.

II. OTHER SPECIAL CONDITIONS

A. Fair Housing Plan

The Sub-grantee shall have on file a document for promoting Fair Housing.

B. Building Standards

If applicable, all building construction shall comply with the applicable codes and standards approved by the 2003 International Code Council or to locally adopted codes, whichever are more stringent.

C. State Aid Standards

If applicable, streets or access roads shall be designed and constructed at least to minimum State Aid standards or to local subdivision standards, whichever are more stringent.

D. Budget Revision Acceptance

The Sub-grantee agrees and accepts all changes to the budget pages of its CDBG application; and the revised budget forms attached to this contract shall constitute the true and correct budget for the Sub-grantee's CDBG project, and are hereby incorporated by reference herein and made a part of this contract.

E. In-Kind Services

If applicable, any in-kind services to be performed by the Sub-grantee or others designated as local match funds must be adequately documented or make actual dollar

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contributions to provide for the local match funds.

F. Leveraged Funds

1. The Sub-grantee is held to its leveraged fund commitment as stated in the approved application.

2. Should a portion of the matching funds not be required (i.e., low bids, MDA approved change in scope of work), MDA, Community Services Division, will reduce the grant proportionately so that the leveraging ratio holds constant regardless of how funds are budgeted.

3. CDBG funds must be drawn down in proportion with matching funds for each activity as applicable.

G. LMI Hook-Ups

Low- and moderate-income persons must actually be hooked up to the system in order to be counted as beneficiaries on water, sewer, or gas projects. CDBG funds cannot be used to install nor connect service lines if the property is owned by a person who is not of low- or moderate-income, even if the renter is of low- or moderate-income. The cost of connecting LMI property owners to the service lines can be paid from CDBG or other funds, but the connection to the system must be at no cost to the LMI beneficiaries.

H. Availability of Funds

This contract is contingent on the availability of funds from the U.S. Department of Housing and Urban Development.

I. Lease of Buildings Funded Through Public Facilities

Funds awarded through the Community Revitalization category for the construction of buildings for public services, i.e., human services, mental health, county health departments, medical clinics, etc., cannot be leased. No income can be generated from the use of a building which was constructed with CDBG grant funds.

J. Deliverables

The Sub-grantee shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. The deliverables listed below will be reported quarterly on the following dates:

- March 15
- June 15
- September 15
- December 15

The MDA has provided a template for quarterly progress reports and is included as Attachment A, which will include the following deliverables:

- Performance measures appropriate to the grant activity:
  - **Debris Removal**
    - # of properties
    - # of businesses
    - # of households benefiting
    - # of persons benefiting*
  - **Clearance and Demolition**

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- # of properties
- # of housing units
- # of buildings (non-residential)
- # of public facilities
- # of businesses
- # of non-business organizations benefiting

- **Rehabilitation or reconstruction of structures**
  - # of households benefiting
  - # of housing units
  - # of buildings (non-residential)
  - # of public facilities
  - # of businesses
  - # of non-business organizations benefitting
  - # of households benefiting
  - # of persons benefiting*
- **Acquisition, construction, reconstruction of public facilities**
  - # of households benefiting
  - # of persons benefiting*
  - # of properties
  - # of housing units
  - # of buildings (non-residential)
  - # of public facilities
  - # of non-business organizations benefiting
  - # of linear feet of public improvement
  - # of linear miles of public improvement
- **Acquisition of buildings for the general conduct of government**
  - # of buildings (non-residential)
- **Construction of buildings for the general conduct of government**
  - # of buildings (non-residential)
  - # of persons benefiting
- **Rehabilitation/reconstruction of a public improvement**
  - # of persons benefiting*
  - # of linear feet of public improvement
  - # of linear miles of public improvement
- **Rehabilitation/reconstruction of other non-residential structures**
  - # of buildings (non-residential)
  - # of public facilities
  - # of businesses
  - # of non-business organizations benefiting
  - # of persons benefiting*
- **Rehabilitation/reconstruction of public facilities**
  - # of housing units
  - # of public facilities
  - # of non-business organizations benefiting
  - # of households benefiting
  - # of persons benefiting *
  - # of linear feet of public improvement
  - # of linear miles of public improvement
- **Construction/reconstruction of streets**
  - # of public facilities
  - # of non-business organizations
  - # of persons benefiting*
  - # of Linear feet of public improvement
  - # of linear miles of public improvement
- **Acquisition – buyout of non-residential properties**
  - # of properties

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- # of buildings (non-residential)
- # of businesses
- # of non-business organizations benefiting
- # of households benefiting
- # of persons benefiting

- **Acquisition – General**
  - # of properties
  - # of housing units
  - # of households benefiting
  - # of persons benefiting
- **Planning**
  - # of buildings (non-residential)
  - # of persons benefiting*

- Milestones completed during the reporting period as they relate to the Statement of Work, timeline and budget.
- Roadblocks or delays that prevented milestones from being completed.
- An amended task-based schedule for completing the work.
- CDBG funds planned vs. actual for the reporting period.

*Number of persons benefitting will be broken out as follows:

Race	Total
White	
Black/African American	
Asian	
American Indian/Other Pacific Islander	
American Indian/Alaskan Native and White	
Asian and White	
Black/African American and White	
American Indian/Alaskan Native and Black/African American	
Hispanic	
Other Multi Racial	

K. Nonperformance Standard

If at the end of the contract period (as stated in Item 5 on page 1 of the grant agreement) construction has not begun, the Mississippi Development Authority, may, at its option, terminate this contract and recapture funds allocated. No contract extensions will be granted unless the Sub-grantee can document circumstances beyond its control that prevented construction.

L. Fire Safety Codes

If applicable, the Sub-grantee must comply with local fire safety codes.

M. Program Income

The sub-recipient shall report quarterly all program income (as defined at 24 CFR 570.500 (a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504 whether that

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income is generated during or after the contract period. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving loan fund account is not program income and shall be remitted promptly to the Grantee.

N. Request for Cash

To request cash the sub-recipient shall submit the following: Request for Cash Form, Request for Cash Consolidated Support Sheet and Cash Summary Support sheet along with other required documentation to support the expenditures.

O. Close-Out Package

Within 90 days after the completion or expiration of the grant agreement, the Sub-grantee must submit a complete and acceptable close-out package.

P. The sub-recipient must complete and submit an IRS W-9 Form.

All sub-recipients, unless specifically exempted, must be set up for payment through PayMode, the State's e-payment vehicle. This is a tool that captures the payment and remittance information and pushes it electronically to the vendor. To register for PayMode, the sub-recipient should go to the Bank of America's enrollment website at **http://portal.paymode.com/ms/**

The sub-recipient needs a valid email address in order to enroll in PayMode. This email address can be obtained through one of the free email services such as Yahoo or Hotmail. The sub-recipient must also have access to a computer. The sub-recipient may request assistance in enrolling with the State's e-payment provider by contacting the State via email at **mash@dfa.state.ms.us** or by calling the DFA MASH helpdesk at (601) 359-1343.

The sub-recipient must register in MAGIC as a Grantee.

All sub-recipients must be registered with Mississippi's Accountability System for Government Information and Collaboration, or "MAGIC". MAGIC is the statewide accounting and procurement system of record, encompassing Finance (accounting, budgeting, grants management), Logistics (procurement, fleet management, inventory management), and Data Warehouse functionality. Please visit the website below to register as a Grantee:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Q. Application

The application and all supporting documentation are incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained herein.

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GOURAS & ASSOCIATES, LLC
AGREEMENT FOR CONSULTING SERVICES FOR
KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM IN HANCOCK COUNTY, MISSISSIPPI
AIRCRAFT PACKAGING HANGAR REHABILITATION PROJECT

THIS AGREEMENT is entered into this the ____ day of _____, 2022 by and between Gouras & Associates, LLC (the "Consultant"), and the Board of Supervisors of Hancock County, Mississippi (the "Client").

WHEREAS, Client submitted a proposal for a Katrina Supplemental Community Development Block Grant ("CDBG") from the Mississippi Development Authority ("MDA") for the rehabilitation of an aircraft packaging hangar located at the Stennis Airport (the "Project") under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, Client obtained application preparation assistance and needs subsequent administrative assistance in implementing the Project; and

WHEREAS, Client desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the application preparation and subsequent implementation of the Project, and the Consultant desires to provide said services; and

WHEREAS, Client and the Consultant acknowledge that the effective date of this contract shall be the date of execution of a Grant Agreement for services for the above-referenced Project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1: SCOPE OF SERVICES

The Consultant shall do, perform and carry out in a satisfactory and proper manner such work as the Client determines is necessary to accomplish the activities funded by the Grant. Specific job tasks that the Consultant shall assist the Client in performing include, but are not necessarily limited to the following:

1. **General Services:** Establish a filing system to keep and maintain the necessary records as appropriate for implementation of the Grant in accordance with applicable federal, state, and local rules and regulations. The filing system and records shall include, among other things, the following records:
   - A. Citizen Participation
   - B. Environmental Review Record*
   - C. Labor Standards
   - D. Acquisition
   - E. Procurement

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F. Financial Management
G. Other Resources
H. Equal Opportunity and MBE/WBE
I. Section 3 Compliance
J. General Correspondence
K. Coordination with attorney, engineer and contractor for grant compliance

* This contract does not include third party services or reports (i.e. wetlands delineations, cultural resources determination, hazardous/radioactive assessments, Phase I, etc.) that may be essential to complete required environmental review record.

2. **The Consultant shall be responsible for:**

A. Overall coordination of Project activities;
B. Attending monitoring visits, meetings, etc.;
C. Completion of the Environmental Review Process;
D. Establishing and maintaining financial records;
E. Preparing the necessary documentation to request funds from MDA; and
F. Providing all other services considered normal administrative services within the course of this Agreement.

3. **Close-Out Project:** It is anticipated that the Consultant shall prepare close-out documents required by MDA.

The Consultant will be available at all reasonable times to assist Client in performing such work in a satisfactory and proper manner as Client deems necessary under the Project. Consultant's specific job tasks are not necessarily limited to the above and will conform to the specific needs of Client in implementing the Grant.

SECTION 2: DISPOSITION OF WORK MATERIALS

All contract documents and similar work materials prepared by the Consultant in completing the scope of services set forth herein shall be the property of Client.

SECTION 3: TIME OF PERFORMANCE

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the Project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

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SECTION 4: PERSONNEL

The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with Client. All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under the State, Federal, and Local law to perform such services.

SECTION 5: TERMINATION FOR CONVENIENCE OF CLIENT

Client may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of Client become its property. If the Contract is terminated by Client as provided herein, the Consultant shall be paid for all work completed up to the termination date.

SECTION 6: TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time for cause by giving written notice to Client of such termination and specifying the effective date thereof and stating the purported grounds for termination. In the event of such notice, Client shall have thirty (30) days to cure the default. Upon failure of Client to cure the default within that thirty (30) day timeline, Consultant's notice of termination may become effective. In the event of termination by Consultant under this Title, all materials as described above shall become the property of Client. The Consultant shall be paid for all work completed up to the termination date.

SECTION 7: CHANGES

Client or Consultant may, from time to time, request changes in the terms of this Agreement. Any changes shall be effective only if mutually agreed upon by the parties hereto and incorporated in written amendments to this Contract.

SECTION 8: COMPENSATION DUE TO CONSULTANT and METHOD OF PAYMENT

Client agrees to pay Consultant the total amount of Seventy-Six Thousand Five Hundred Ninety-Three United States Dollars ($76,593.00). Client agrees to pay the Consultant as follows:

1. For Application Preparation and Submittal: **$10,000** due and payable upon execution of a grant agreement between MDA and Client.

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2. For Completion of Environmental Review Process: **$5,000,** due and payable upon MDA acceptance of the Environmental Checklist and the receipt of an invoice from Consultant. This contract does not include third party services or reports (i.e. wetlands delineations, cultural resources determination, hazardous/radioactive assessments, Phase I, etc.) that may be essential to complete the Environmental Checklist.

3. For services from and after the Notification of Grant Award, including but not limited to, preparation and submission of quarterly reports; establishment of Client's record keeping and financial management system in accordance with all Federal and State laws and regulations; assisting Client in procuring professional services as needed; and any other services necessary to implement the Project: **$2,500,** due and payable upon the receipt of an invoice from Consultant.

4. Beginning with the first month following the Execution of the contract for the construction of the Project, the Consultant will submit monthly invoices equal to the percentage of construction complete for a total of **$56,593.**

5. Retainage for acceptance and approval of close-out documents by MDA shall not exceed **$2,500.**

SECTION 9: EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

SECTION 10: INTEREST OF MEMBERS OF CLIENTAND OTHERS

No officer, member, or employee of Client and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION 11: ASSIGNABILITY

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of Client thereto; provided, however, that claims for money due or to become due the Consultant from Client

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under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Client.

SECTION 12: INTEREST OF CONSULTANT

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

SECTION 13: FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which Client requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of Client.

SECTION 14: OFFICIALS NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

The Consultant is advised that no member, officer, or employee of the local public body or its designers or agents, no member of the governing body of the locality in which the Project is situated, and no other public officials of such locality or localities who exercise any functions or responsibilities with respect to the Project during their tenure or for one year thereafter, shall have any interest, direct or indirect in the contract or subcontract, or the proceeds thereof for work to be performed in connection with the Project.

SECTION 15: AUDITS AND INSPECTIONS

The Consultant shall keep and maintain books, records, and other documents relating to the receipt and disbursement of such grant funds; and any duly authorized representative of MDA, the Client, HUD, and/or the Office of Inspector General, and the Government Accountability Office shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other Project documents until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained according to the program policies of MDA, the Client, HUD, and the Office of Inspector General, and the Government Accountability Office governing this contract.

The Consultant agrees that any duly authorized representative of the MDA, the Client, HUD, and/or the Office of Inspector General, and the Government Accountability Office shall, at all reasonable times, have access to any portion of the Project in which the Consultant is involved until the completion of all close-out procedures respecting this grant.

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SECTION 16: REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between Client and Consultant arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which Client is located.

SECTION 17: CLIENT'S RESPONSIBILITIES

Client agrees to provide full information to the Consultant as to its requirements for the Project; pay all costs incidental to obtaining bids or proposals from contractors; and provide such legal, accounting, independent costs estimating, and insurance counseling services as may be required for the Project.

SECTION 18: PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

No material produced in whole or in part under this Agreement shall be subject to copy right in the United States or in any other country. Client, MDA, and HUD shall each have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any report, data, or other materials prepared under this Agreement.

SECTION 19: FEDERAL AND STATE GUIDELINES

The Consultant does hereby bind itself, certified and gives its assurance that it will comply with all requirements of the grantor agency, as the requirements relate to the application, acceptance and use of federal funds for the federally and state assisted projects in accordance with special provisions attached.

SECTION 20: SPECIAL PROVISION REGARDING SECTION 504 HANDICAPPED

The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

SECTION 21: SUCCESSORS AND ASSIGNS

Client and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client and the Consultant.

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SECTION 22: MISCELLANEOUS PROVISIONS

This Agreement shall be construed as in accordance with the laws of the State of Mississippi and all obligations of the parties created hereunder are performable for Client.

In case one or more of the provisions in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Attachments to this contract are as follows:

SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

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SIGNATURE PAGE TO
GOURAS & ASSOCIATES, LLC
AGREEMENT FOR CONSULTING SERVICES FOR
KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM IN HANCOCK COUNTY, MISSISSIPPI
AIRCRAFT PACKAGING HANGAR REHABILITATION PROJECT

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement this the _____ day of _____ , 2022.

WITNESS:

_____

HANCOCK COUNTY BOARD OF SUPERVISORS

By: _____

WITNESS:

_____

GOURAS & ASSOCIATES, LLC

By: _____
Chris G. Gouras, Jr., Member

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SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

For the purpose of clarification, "Contracted Party" shall refer to the Subrecipient or Subgrantee and to all individuals, firms, companies, businesses, firms or related entities in relationship with it, contractual or otherwise, for this Contract.

1. **Access of MDA, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books**

The Contracted Party agrees to allow MDA, the State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives, at all reasonable times, access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Furthermore, the Contracted Party shall allow any of the aforesaid parties, at all reasonable times, access to any portion of the project in which the Contracted Party is involved until the completion of all close-out procedures respecting this grant.

2. **Termination of Contract For Cause**

If, through any cause, the Contracted Party fails to fulfill in a timely, proper and satisfactory manner its obligations under this Contract, or if it violates any of the covenants, agreements, or stipulations of this Contract, MDA shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to MDA for damages sustained by virtue of any breach of the Contract by the Contracted Party. MDA may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due MDA from the Contracted Party is determined.

3. **Termination for Convenience of the Grantee**

MDA may terminate this Contract any time by providing a written notice from MDA to the Contracted Party giving the effective date of the termination. If the Contract is terminated by MDA as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made, provided that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. **Changes**

MDA may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the

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amount of the Contracted Party's compensation which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to this Contract.

5. Cost Overruns

The Contracted Party agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Contracted Party.

6. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of OMB Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

7. Records

The Contracted Party shall maintain all books, records, and other documents required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include, but not limited to, the following as applicable:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and,
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

8. Personnel

The Contracted Party represents that it has or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with MDA.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contracted Party shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the

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subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

10. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontractors working on this project, MDA shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by MDA for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

11. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to MDA for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

In operation of the project to which this grant relates, no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, national origin, age, disability, or political affiliation or belief.

Therefore, the Contracted Party will comply with the following clauses:

a) Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for

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which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

b) Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,

c) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party and any/all subcontractors will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3") and with the requirements of 24 C.F.R. Part 75.

Section 3 requires that, to the greatest extent feasible, employment and training opportunities arising in connection with the Section 3 project are provided to Section 3 workers within the area in which the project is located. Where feasible, the Contracted Party shall give priority for opportunities and training to Section 3 workers residing in the service area or in the neighborhood of the project and to participants in YouthBuild Programs.

Additionally, the Contracted Party shall, to the greatest extent feasible, ensure that contracts for work awarded in connection with this Section 3 project are provided to business concerns that provide economic opportunities to Section 3 workers. In the event that the Contracted Party enters into any subcontracts for work covered under this Contract, the Section 3 requirements applicable to the Contracted Party will also be applicable to its subcontractor(s).

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Health and Safety Standards

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All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

18. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

19. Compliance with the Mississippi Employment Protection Act

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contracted Party agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contracted Party further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contracted Party understands and agrees that any breach of these warranties may subject it to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contracted Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Contracted Party would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

20. Compliance with the Mississippi Jobs First Initiative

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Jobs First Initiative, Senate Bill 2622 of the 2012 Mississippi State Legislature General Session (Section 31-5-37 Mississippi Code Annotated, as amended). The Initiative requires contractors that are awarded bids for public works projects that utilize funds received by State or local entities resulting from a federally declared disaster or a spill of national significance to register and list job opportunities with the Mississippi Department of Employment Security (MDES).

21. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of MDA. The Contracted Party shall be as fully responsible to MDA for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with all applicable regulatory provisions of this Contract.

22. Assignability

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The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of MDA provided that claims for money due or to become due the Contracted Party from MDA under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to MDA.

23. Code of Standards of Conduct

The Contracted Party will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

24. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

25. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

26. Interest of Contractor

The Contracted Party covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

27. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

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28. Use of Influence

The chief executive officer certifies, to the best of his or her knowledge and belief, that:

a) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The Contracted Party shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, Sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

29. Uniform Relocation Act Requirements

To the extent applicable, the Contracted Party will comply with all applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630), as amended, and the implementing regulations and related requirements (including the requirement to provide a certification that the recipient is following a residential anti-displacement and relocation assistance plan under Section 104(d)) of the Act).

30. Excessive Force

The Contracted Party will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

31. Architectural Barriers Act and Americans with Disabilities

The Contracted Party will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

32. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of $100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329). Therefore, the Contracted Party will:

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a) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 ("NEPA") and other provisions of law which further the purposes of NEPA, as set forth in the regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and

b) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the HUD Secretary pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

a) Consents to assume the status of a responsible federal official NEPA and other provisions of federal law, as specified in 24 CFR Part 58; and

b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under NEPA, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and

b) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

a) Focusing attention on the environment and health conditions in minority and low-income communities; and

b) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and

c) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

33. Flood Insurance Purchase Requirements

To the extent applicable, the Contracted Party agrees to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition

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purposes for use in any area that has been identified by the HUD Secretary as an area having special flood hazards. The phrase, "federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

34. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

35. Lead Based Paint

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

36. Program Monitoring

The Contracted Party agrees to assist and cooperate with the federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

37. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of MDA.

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SPECIAL CONDITIONS
COMMUNITY REVITALIZATION

I. CONDITIONS THAT REQUIRE WRITTEN CLEARANCE FROM THE DIASTER RECOVERY DIVISION, MISSISSIPPI DEVELOPMENT AUTHORITY

A. Mississippi State Department of Health Approval

If applicable, prior to the release of any CDBG funds for water improvement construction, the Sub-grantee shall provide written documentation that the plans and specifications have been approved by the Mississippi State Department of Health.

B. Department of Environmental Quality Approval

If applicable, prior to the release of any CDBG funds for wastewater or solid waste improvement construction, the Sub-grantee shall provide written documentation that the plans and specifications have been approved by the Mississippi Department of Environmental Quality, Office of Pollution Control.

C. Mississippi Public Service Commission Approval

If applicable, prior to the release of CDBG funds for water, sewer, and gas system construction, the Sub-grantee shall provide evidence that the Mississippi Public Service Commission has issued a “Certificate of Public Convenience and Necessity” for improvements in an uncertificated and/or unserved area, and/or the transfer of ownership of a system.

II. OTHER SPECIAL CONDITIONS

A. Fair Housing Plan

The Sub-grantee shall have on file a document for promoting Fair Housing.

B. Building Standards

If applicable, all building construction shall comply with the applicable codes and standards approved by the 2003 International Code Council or to locally adopted codes, whichever are more stringent.

C. State Aid Standards

If applicable, streets or access roads shall be designed and constructed at least to minimum State Aid standards or to local subdivision standards, whichever are more stringent.

D. Budget Revision Acceptance

The Sub-grantee agrees and accepts all changes to the budget pages of its CDBG application; and the revised budget forms attached to this contract shall constitute the true and correct budget for the Sub-grantee's CDBG project, and are hereby incorporated by reference herein and made a part of this contract.

E. In-Kind Services

If applicable, any in-kind services to be performed by the Sub-grantee or others designated as local match funds must be adequately documented or make actual dollar

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contributions to provide for the local match funds.

F. Leveraged Funds

1. The Sub-grantee is held to its leveraged fund commitment as stated in the approved application.

2. Should a portion of the matching funds not be required (i.e., low bids, MDA approved change in scope of work), MDA, Community Services Division, will reduce the grant proportionately so that the leveraging ratio holds constant regardless of how funds are budgeted.

3. CDBG funds must be drawn down in proportion with matching funds for each activity as applicable.

G. LMI Hook-Ups

Low- and moderate-income persons must actually be hooked up to the system in order to be counted as beneficiaries on water, sewer, or gas projects. CDBG funds cannot be used to install nor connect service lines if the property is owned by a person who is not of low- or moderate-income, even if the renter is of low- or moderate-income. The cost of connecting LMI property owners to the service lines can be paid from CDBG or other funds, but the connection to the system must be at no cost to the LMI beneficiaries.

H. Availability of Funds

This contract is contingent on the availability of funds from the U.S. Department of Housing and Urban Development.

I. Lease of Buildings Funded Through Public Facilities

Funds awarded through the Community Revitalization category for the construction of buildings for public services, i.e., human services, mental health, county health departments, medical clinics, etc., cannot be leased. No income can be generated from the use of a building which was constructed with CDBG grant funds.

J. Deliverables

The Sub-grantee shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. The deliverables listed below will be reported quarterly on the following dates:

- March 15
- June 15
- September 15
- December 15

The MDA has provided a template for quarterly progress reports and is included as Attachment A, which will include the following deliverables:

- Performance measures appropriate to the grant activity:
  - **Debris Removal**
    - # of properties
    - # of businesses
    - # of households benefiting
    - # of persons benefiting*
  - **Clearance and Demolition**

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- # of properties
- # of housing units
- # of buildings (non-residential)
- # of public facilities
- # of businesses
- # of non-business organizations benefiting

- **Rehabilitation or reconstruction of structures**
  - # of households benefiting
  - # of housing units
  - # of buildings (non-residential)
  - # of public facilities
  - # of businesses
  - # of non-business organizations benefitting
  - # of households benefiting
  - # of persons benefiting*
- **Acquisition, construction, reconstruction of public facilities**
  - # of households benefiting
  - # of persons benefiting*
  - # of properties
  - # of housing units
  - # of buildings (non-residential)
  - # of public facilities
  - # of non-business organizations benefiting
  - # of linear feet of public improvement
  - # of linear miles of public improvement
- **Acquisition of buildings for the general conduct of government**
  - # of buildings (non-residential)
- **Construction of buildings for the general conduct of government**
  - # of buildings (non-residential)
  - # of persons benefiting
- **Rehabilitation/reconstruction of a public improvement**
  - # of persons benefiting*
  - # of linear feet of public improvement
  - # of linear miles of public improvement
- **Rehabilitation/reconstruction of other non-residential structures**
  - # of buildings (non-residential)
  - # of public facilities
  - # of businesses
  - # of non-business organizations benefiting
  - # of persons benefiting*
- **Rehabilitation/reconstruction of public facilities**
  - # of housing units
  - # of public facilities
  - # of non-business organizations benefiting
  - # of households benefiting
  - # of persons benefiting *
  - # of linear feet of public improvement
  - # of linear miles of public improvement
- **Construction/reconstruction of streets**
  - # of public facilities
  - # of non-business organizations
  - # of persons benefiting*
  - # of Linear feet of public improvement
  - # of linear miles of public improvement
- **Acquisition – buyout of non-residential properties**
  - # of properties

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    - # of buildings (non-residential)
    - # of businesses
    - # of non-business organizations benefiting
    - # of households benefiting
    - # of persons benefiting
- **Acquisition – General**
    - # of properties
    - # of housing units
    - # of households benefiting
    - # of persons benefiting
- **Planning**
    - # of buildings (non-residential)
    - # of persons benefiting*

- Milestones completed during the reporting period as they relate to the Statement of Work, timeline and budget.

- Roadblocks or delays that prevented milestones from being completed.

- An amended task-based schedule for completing the work.

- CDBG funds planned vs. actual for the reporting period.

*Number of persons benefitting will be broken out as follows:

Race	Total
White	
Black/African American	
Asian	
American Indian/Other Pacific Islander	
American Indian/Alaskan Native and White	
Asian and White	
Black/African American and White	
American Indian/Alaskan Native and Black/African American	
Hispanic	
Other Multi Racial	

K. Nonperformance Standard

If at the end of the contract period (as stated in Item 5 on page 1 of the grant agreement) construction has not begun, the Mississippi Development Authority, may, at its option, terminate this contract and recapture funds allocated. No contract extensions will be granted unless the Sub-grantee can document circumstances beyond its control that prevented construction.

L. Fire Safety Codes

If applicable, the Sub-grantee must comply with local fire safety codes.

M. Program Income

The sub-recipient shall report quarterly all program income (as defined at 24 CFR 570.500 (a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504 whether that

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income is generated during or after the contract period. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving loan fund account is not program income and shall be remitted promptly to the Grantee.

N. Request for Cash

To request cash the sub-recipient shall submit the following: Request for Cash Form, Request for Cash Consolidated Support Sheet and Cash Summary Support sheet along with other required documentation to support the expenditures.

O. Close-Out Package

Within 90 days after the completion or expiration of the grant agreement, the Sub-grantee must submit a complete and acceptable close-out package.

P. The sub-recipient must complete and submit an IRS W-9 Form.

All sub-recipients, unless specifically exempted, must be set up for payment through PayMode, the State's e-payment vehicle. This is a tool that captures the payment and remittance information and pushes it electronically to the vendor. To register for PayMode, the sub-recipient should go to the Bank of America's enrollment website at **http://portal.paymode.com/ms/**

The sub-recipient needs a valid email address in order to enroll in PayMode. This email address can be obtained through one of the free email services such as Yahoo or Hotmail. The sub-recipient must also have access to a computer. The sub-recipient may request assistance in enrolling with the State's e-payment provider by contacting the State via email at **mash@dfa.state.ms.us** or by calling the DFA MASH helpdesk at (601) 359-1343.

The sub-recipient must register in MAGIC as a Grantee.

All sub-recipients must be registered with Mississippi's Accountability System for Government Information and Collaboration, or "MAGIC". MAGIC is the statewide accounting and procurement system of record, encompassing Finance (accounting, budgeting, grants management), Logistics (procurement, fleet management, inventory management), and Data Warehouse functionality. Please visit the website below to register as a Grantee:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Q. Application

The application and all supporting documentation are incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained herein.

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GOURAS & ASSOCIATES, LLC
AGREEMENT FOR CONSULTING SERVICES FOR
KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM IN HANCOCK COUNTY, MISSISSIPPI
AIRCRAFT PACKAGING HANGAR REHABILITATION PROJECT

THIS AGREEMENT is entered into this the 15 day of August, 2022 by and between Gouras & Associates, LLC (the "Consultant"), and the Board of Supervisors of Hancock County, Mississippi (the "Client").

WHEREAS, Client submitted a proposal for a Katrina Supplemental Community Development Block Grant ("CDBG") from the Mississippi Development Authority ("MDA") for the rehabilitation of an aircraft packaging hangar located at the Stennis Airport (the "Project") under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, Client obtained application preparation assistance and needs subsequent administrative assistance in implementing the Project; and

WHEREAS, Client desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the application preparation and subsequent implementation of the Project, and the Consultant desires to provide said services; and

WHEREAS, Client and the Consultant acknowledge that the effective date of this contract shall be the date of execution of a Grant Agreement for services for the above-referenced Project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1: SCOPE OF SERVICES

The Consultant shall do, perform and carry out in a satisfactory and proper manner such work as the Client determines is necessary to accomplish the activities funded by the Grant. Specific job tasks that the Consultant shall assist the Client in performing include, but are not necessarily limited to the following:

1. **General Services:** Establish a filing system to keep and maintain the necessary records as appropriate for implementation of the Grant in accordance with applicable federal, state, and local rules and regulations. The filing system and records shall include, among other things, the following records:
   - A. Citizen Participation
   - B. Environmental Review Record*
   - C. Labor Standards
   - D. Acquisition
   - E. Procurement

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F. Financial Management
G. Other Resources
H. Equal Opportunity and MBE/WBE
I. Section 3 Compliance
J. General Correspondence
K. Coordination with attorney, engineer and contractor for grant compliance

* This contract does not include third party services or reports (i.e. wetlands delineations, cultural resources determination, hazardous/radioactive assessments, Phase I, etc.) that may be essential to complete required environmental review record.

2. **The Consultant shall be responsible for:**

A. Overall coordination of Project activities;
B. Attending monitoring visits, meetings, etc.;
C. Completion of the Environmental Review Process;
D. Establishing and maintaining financial records;
E. Preparing the necessary documentation to request funds from MDA; and
F. Providing all other services considered normal administrative services within the course of this Agreement.

3. **Close-Out Project:** It is anticipated that the Consultant shall prepare close-out documents required by MDA.

The Consultant will be available at all reasonable times to assist Client in performing such work in a satisfactory and proper manner as Client deems necessary under the Project. Consultant's specific job tasks are not necessarily limited to the above and will conform to the specific needs of Client in implementing the Grant.

SECTION 2: DISPOSITION OF WORK MATERIALS

All contract documents and similar work materials prepared by the Consultant in completing the scope of services set forth herein shall be the property of Client.

SECTION 3: TIME OF PERFORMANCE

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the Project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

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SECTION 4: PERSONNEL

The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with Client. All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under the State, Federal, and Local law to perform such services.

SECTION 5: TERMINATION FOR CONVENIENCE OF CLIENT

Client may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of Client become its property. If the Contract is terminated by Client as provided herein, the Consultant shall be paid for all work completed up to the termination date.

SECTION 6: TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time for cause by giving written notice to Client of such termination and specifying the effective date thereof and stating the purported grounds for termination. In the event of such notice, Client shall have thirty (30) days to cure the default. Upon failure of Client to cure the default within that thirty (30) day timeline, Consultant's notice of termination may become effective. In the event of termination by Consultant under this Title, all materials as described above shall become the property of Client. The Consultant shall be paid for all work completed up to the termination date.

SECTION 7: CHANGES

Client or Consultant may, from time to time, request changes in the terms of this Agreement. Any changes shall be effective only if mutually agreed upon by the parties hereto and incorporated in written amendments to this Contract.

SECTION 8: COMPENSATION DUE TO CONSULTANT
and
METHOD OF PAYMENT

Client agrees to pay Consultant the total amount of Seventy-Six Thousand Five Hundred Ninety-Three United States Dollars ($76,593.00). Client agrees to pay the Consultant as follows:

1. For Application Preparation and Submittal: **$10,000** due and payable upon execution of a grant agreement between MDA and Client.

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2. For Completion of Environmental Review Process: **$5,000,** due and payable upon MDA acceptance of the Environmental Checklist and the receipt of an invoice from Consultant. This contract does not include third party services or reports (i.e. wetlands delineations, cultural resources determination, hazardous/radioactive assessments, Phase I, etc.) that may be essential to complete the Environmental Checklist.

3. For services from and after the Notification of Grant Award, including but not limited to, preparation and submission of quarterly reports; establishment of Client's record keeping and financial management system in accordance with all Federal and State laws and regulations; assisting Client in procuring professional services as needed; and any other services necessary to implement the Project: **$2,500,** due and payable upon the receipt of an invoice from Consultant.

4. Beginning with the first month following the Execution of the contract for the construction of the Project, the Consultant will submit monthly invoices equal to the percentage of construction complete for a total of **$56,593.**

5. Retainage for acceptance and approval of close-out documents by MDA shall not exceed **$2,500.**

SECTION 9: EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

SECTION 10: INTEREST OF MEMBERS OF CLIENTAND OTHERS

No officer, member, or employee of Client and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION 11: ASSIGNABILITY

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of Client thereto; provided, however, that claims for money due or to become due the Consultant from Client

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under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Client.

SECTION 12: INTEREST OF CONSULTANT

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

SECTION 13: FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which Client requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of Client.

SECTION 14: OFFICIALS NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

The Consultant is advised that no member, officer, or employee of the local public body or its designers or agents, no member of the governing body of the locality in which the Project is situated, and no other public officials of such locality or localities who exercise any functions or responsibilities with respect to the Project during their tenure or for one year thereafter, shall have any interest, direct or indirect in the contract or subcontract, or the proceeds thereof for work to be performed in connection with the Project.

SECTION 15: AUDITS AND INSPECTIONS

The Consultant shall keep and maintain books, records, and other documents relating to the receipt and disbursement of such grant funds; and any duly authorized representative of MDA, the Client, HUD, and/or the Office of Inspector General, and the Government Accountability Office shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other Project documents until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained according to the program policies of MDA, the Client, HUD, and the Office of Inspector General, and the Government Accountability Office governing this contract.

The Consultant agrees that any duly authorized representative of the MDA, the Client, HUD, and/or the Office of Inspector General, and the Government Accountability Office shall, at all reasonable times, have access to any portion of the Project in which the Consultant is involved until the completion of all close-out procedures respecting this grant.

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SECTION 16: REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between Client and Consultant arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which Client is located.

SECTION 17: CLIENT'S RESPONSIBILITIES

Client agrees to provide full information to the Consultant as to its requirements for the Project; pay all costs incidental to obtaining bids or proposals from contractors; and provide such legal, accounting, independent costs estimating, and insurance counseling services as may be required for the Project.

SECTION 18: PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

No material produced in whole or in part under this Agreement shall be subject to copy right in the United States or in any other country. Client, MDA, and HUD shall each have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any report, data, or other materials prepared under this Agreement.

SECTION 19: FEDERAL AND STATE GUIDELINES

The Consultant does hereby bind itself, certified and gives its assurance that it will comply with all requirements of the grantor agency, as the requirements relate to the application, acceptance and use of federal funds for the federally and state assisted projects in accordance with special provisions attached.

SECTION 20: SPECIAL PROVISION REGARDING SECTION 504 HANDICAPPED

The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

SECTION 21: SUCCESSORS AND ASSIGNS

Client and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client and the Consultant.

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SECTION 22: MISCELLANEOUS PROVISIONS

This Agreement shall be construed as in accordance with the laws of the State of Mississippi and all obligations of the parties created hereunder are performable for Client.

In case one or more of the provisions in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Attachments to this contract are as follows:

SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

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SIGNATURE PAGE TO
GOURAS & ASSOCIATES, LLC
AGREEMENT FOR CONSULTING SERVICES FOR
KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM IN HANCOCK COUNTY, MISSISSIPPI
AIRCRAFT PACKAGING HANGAR REHABILITATION PROJECT

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement this the 15 day of August, 2022.

WITNESS:

CHANCERY CLERK HANCOCK COUNTY, MS

HANCOCK COUNTY BOARD OF SUPERVISORS

By: Scotty Adam

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

WITNESS:

GOURAS & ASSOCIATES, LLC

By: _____
Chris G. Gouras, Jr., Member

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SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

For the purpose of clarification, "Contracted Party" shall refer to the Subrecipient or Subgrantee and to all individuals, firms, companies, businesses, firms or related entities in relationship with it, contractual or otherwise, for this Contract.

1. **Access of MDA, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books**

The Contracted Party agrees to allow MDA, the State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives, at all reasonable times, access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Furthermore, the Contracted Party shall allow any of the aforesaid parties, at all reasonable times, access to any portion of the project in which the Contracted Party is involved until the completion of all close-out procedures respecting this grant.

2. **Termination of Contract For Cause**

If, through any cause, the Contracted Party fails to fulfill in a timely, proper and satisfactory manner its obligations under this Contract, or if it violates any of the covenants, agreements, or stipulations of this Contract, MDA shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to MDA for damages sustained by virtue of any breach of the Contract by the Contracted Party. MDA may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due MDA from the Contracted Party is determined.

3. **Termination for Convenience of the Grantee**

MDA may terminate this Contract any time by providing a written notice from MDA to the Contracted Party giving the effective date of the termination. If the Contract is terminated by MDA as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made, provided that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. **Changes**

MDA may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the

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amount of the Contracted Party's compensation which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to this Contract.

5. Cost Overruns

The Contracted Party agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Contracted Party.

6. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of OMB Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

7. Records

The Contracted Party shall maintain all books, records, and other documents required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include, but not limited to, the following as applicable:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and,
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

8. Personnel

The Contracted Party represents that it has or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with MDA.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contracted Party shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the

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subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

10. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontractors working on this project, MDA shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by MDA for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

11. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to MDA for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

In operation of the project to which this grant relates, no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, national origin, age, disability, or political affiliation or belief.

Therefore, the Contracted Party will comply with the following clauses:

a) Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for

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which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

b) Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,

c) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party and any/all subcontractors will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3") and with the requirements of 24 C.F.R. Part 75.

Section 3 requires that, to the greatest extent feasible, employment and training opportunities arising in connection with the Section 3 project are provided to Section 3 workers within the area in which the project is located. Where feasible, the Contracted Party shall give priority for opportunities and training to Section 3 workers residing in the service area or in the neighborhood of the project and to participants in YouthBuild Programs.

Additionally, the Contracted Party shall, to the greatest extent feasible, ensure that contracts for work awarded in connection with this Section 3 project are provided to business concerns that provide economic opportunities to Section 3 workers. In the event that the Contracted Party enters into any subcontracts for work covered under this Contract, the Section 3 requirements applicable to the Contracted Party will also be applicable to its subcontractor(s).

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Health and Safety Standards

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All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

18. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

19. Compliance with the Mississippi Employment Protection Act

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contracted Party agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contracted Party further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contracted Party understands and agrees that any breach of these warranties may subject it to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contracted Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Contracted Party would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

20. Compliance with the Mississippi Jobs First Initiative

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Jobs First Initiative, Senate Bill 2622 of the 2012 Mississippi State Legislature General Session (Section 31-5-37 Mississippi Code Annotated, as amended). The Initiative requires contractors that are awarded bids for public works projects that utilize funds received by State or local entities resulting from a federally declared disaster or a spill of national significance to register and list job opportunities with the Mississippi Department of Employment Security (MDES).

21. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of MDA. The Contracted Party shall be as fully responsible to MDA for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with all applicable regulatory provisions of this Contract.

22. Assignability

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The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of MDA provided that claims for money due or to become due the Contracted Party from MDA under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to MDA.

23. Code of Standards of Conduct

The Contracted Party will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

24. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

25. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

26. Interest of Contractor

The Contracted Party covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

27. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

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28. Use of Influence

The chief executive officer certifies, to the best of his or her knowledge and belief, that:

a) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The Contracted Party shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, Sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

29. Uniform Relocation Act Requirements

To the extent applicable, the Contracted Party will comply with all applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630), as amended, and the implementing regulations and related requirements (including the requirement to provide a certification that the recipient is following a residential anti-displacement and relocation assistance plan under Section 104(d)) of the Act).

30. Excessive Force

The Contracted Party will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

31. Architectural Barriers Act and Americans with Disabilities

The Contracted Party will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

32. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of $100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329). Therefore, the Contracted Party will:

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a) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 ("NEPA") and other provisions of law which further the purposes of NEPA, as set forth in the regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and

b) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the HUD Secretary pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

a) Consents to assume the status of a responsible federal official NEPA and other provisions of federal law, as specified in 24 CFR Part 58; and

b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under NEPA, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and

b) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

a) Focusing attention on the environment and health conditions in minority and low-income communities; and

b) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and

c) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

33. Flood Insurance Purchase Requirements

To the extent applicable, the Contracted Party agrees to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition

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purposes for use in any area that has been identified by the HUD Secretary as an area having special flood hazards. The phrase, "federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

34. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

35. Lead Based Paint

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

36. Program Monitoring

The Contracted Party agrees to assist and cooperate with the federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

37. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of MDA.

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SPECIAL CONDITIONS
COMMUNITY REVITALIZATION

I. CONDITIONS THAT REQUIRE WRITTEN CLEARANCE FROM THE DIASTER RECOVERY DIVISION, MISSISSIPPI DEVELOPMENT AUTHORITY

A. Mississippi State Department of Health Approval

If applicable, prior to the release of any CDBG funds for water improvement construction, the Sub-grantee shall provide written documentation that the plans and specifications have been approved by the Mississippi State Department of Health.

B. Department of Environmental Quality Approval

If applicable, prior to the release of any CDBG funds for wastewater or solid waste improvement construction, the Sub-grantee shall provide written documentation that the plans and specifications have been approved by the Mississippi Department of Environmental Quality, Office of Pollution Control.

C. Mississippi Public Service Commission Approval

If applicable, prior to the release of CDBG funds for water, sewer, and gas system construction, the Sub-grantee shall provide evidence that the Mississippi Public Service Commission has issued a "Certificate of Public Convenience and Necessity" for improvements in an uncertificated and/or unserved area, and/or the transfer of ownership of a system.

II. OTHER SPECIAL CONDITIONS

A. Fair Housing Plan

The Sub-grantee shall have on file a document for promoting Fair Housing.

B. Building Standards

If applicable, all building construction shall comply with the applicable codes and standards approved by the 2003 International Code Council or to locally adopted codes, whichever are more stringent.

C. State Aid Standards

If applicable, streets or access roads shall be designed and constructed at least to minimum State Aid standards or to local subdivision standards, whichever are more stringent.

D. Budget Revision Acceptance

The Sub-grantee agrees and accepts all changes to the budget pages of its CDBG application; and the revised budget forms attached to this contract shall constitute the true and correct budget for the Sub-grantee's CDBG project, and are hereby incorporated by reference herein and made a part of this contract.

E. In-Kind Services

If applicable, any in-kind services to be performed by the Sub-grantee or others designated as local match funds must be adequately documented or make actual dollar

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contributions to provide for the local match funds.

F. Leveraged Funds

1. The Sub-grantee is held to its leveraged fund commitment as stated in the approved application.

2. Should a portion of the matching funds not be required (i.e., low bids, MDA approved change in scope of work), MDA, Community Services Division, will reduce the grant proportionately so that the leveraging ratio holds constant regardless of how funds are budgeted.

3. CDBG funds must be drawn down in proportion with matching funds for each activity as applicable.

G. LMI Hook-Ups

Low- and moderate-income persons must actually be hooked up to the system in order to be counted as beneficiaries on water, sewer, or gas projects. CDBG funds cannot be used to install nor connect service lines if the property is owned by a person who is not of low- or moderate-income, even if the renter is of low- or moderate-income. The cost of connecting LMI property owners to the service lines can be paid from CDBG or other funds, but the connection to the system must be at no cost to the LMI beneficiaries.

H. Availability of Funds

This contract is contingent on the availability of funds from the U.S. Department of Housing and Urban Development.

I. Lease of Buildings Funded Through Public Facilities

Funds awarded through the Community Revitalization category for the construction of buildings for public services, i.e., human services, mental health, county health departments, medical clinics, etc., cannot be leased. No income can be generated from the use of a building which was constructed with CDBG grant funds.

J. Deliverables

The Sub-grantee shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. The deliverables listed below will be reported quarterly on the following dates:

- March 15
- June 15
- September 15
- December 15

The MDA has provided a template for quarterly progress reports and is included as Attachment A, which will include the following deliverables:

- Performance measures appropriate to the grant activity:
  - **Debris Removal**
    - # of properties
    - # of businesses
    - # of households benefiting
    - # of persons benefiting*
  - **Clearance and Demolition**

Attachment: Gouras & Associates, LLC, for the KCDBG Aircraft Packaging Hangar - signed (11257 : Approve Agreement for Consulting

- # of properties
- # of housing units
- # of buildings (non-residential)
- # of public facilities
- # of businesses
- # of non-business organizations benefiting

- **Rehabilitation or reconstruction of structures**
  - # of households benefiting
  - # of housing units
  - # of buildings (non-residential)
  - # of public facilities
  - # of businesses
  - # of non-business organizations benefitting
  - # of households benefiting
  - # of persons benefiting*
- **Acquisition, construction, reconstruction of public facilities**
  - # of households benefiting
  - # of persons benefiting*
  - # of properties
  - # of housing units
  - # of buildings (non-residential)
  - # of public facilities
  - # of non-business organizations benefiting
  - # of linear feet of public improvement
  - # of linear miles of public improvement
- **Acquisition of buildings for the general conduct of government**
  - # of buildings (non-residential)
- **Construction of buildings for the general conduct of government**
  - # of buildings (non-residential)
  - # of persons benefiting
- **Rehabilitation/reconstruction of a public improvement**
  - # of persons benefiting*
  - # of linear feet of public improvement
  - # of linear miles of public improvement
- **Rehabilitation/reconstruction of other non-residential structures**
  - # of buildings (non-residential)
  - # of public facilities
  - # of businesses
  - # of non-business organizations benefiting
  - # of persons benefiting*
- **Rehabilitation/reconstruction of public facilities**
  - # of housing units
  - # of public facilities
  - # of non-business organizations benefiting
  - # of households benefiting
  - # of persons benefiting *
  - # of linear feet of public improvement
  - # of linear miles of public improvement
- **Construction/reconstruction of streets**
  - # of public facilities
  - # of non-business organizations
  - # of persons benefiting*
  - # of Linear feet of public improvement
  - # of linear miles of public improvement
- **Acquisition – buyout of non-residential properties**
  - # of properties

Attachment: Gouras & Associates, LLC, for the KCDBG Aircraft Packaging Hangar - signed (11257 : Approve Agreement for Consulting

- # of buildings (non-residential)
- # of businesses
- # of non-business organizations benefiting
- # of households benefiting
- # of persons benefiting

- **Acquisition – General**
  - # of properties
  - # of housing units
  - # of households benefiting
  - # of persons benefiting
- **Planning**
  - # of buildings (non-residential)
  - # of persons benefiting*

- Milestones completed during the reporting period as they relate to the Statement of Work, timeline and budget.
- Roadblocks or delays that prevented milestones from being completed.
- An amended task-based schedule for completing the work.
- CDBG funds planned vs. actual for the reporting period.

*Number of persons benefitting will be broken out as follows:

Race	Total
White	
Black/African American	
Asian	
American Indian/Other Pacific Islander	
American Indian/Alaskan Native and White	
Asian and White	
Black/African American and White	
American Indian/Alaskan Native and Black/African American	
Hispanic	
Other Multi Racial	

K. Nonperformance Standard

If at the end of the contract period (as stated in Item 5 on page 1 of the grant agreement) construction has not begun, the Mississippi Development Authority, may, at its option, terminate this contract and recapture funds allocated. No contract extensions will be granted unless the Sub-grantee can document circumstances beyond its control that prevented construction.

L. Fire Safety Codes

If applicable, the Sub-grantee must comply with local fire safety codes.

M. Program Income

The sub-recipient shall report quarterly all program income (as defined at 24 CFR 570.500 (a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504 whether that

Attachment: Gouras & Associates, LLC, for the KCDBG Aircraft Packaging Hangar - signed (11257 : Approve Agreement for Consulting

income is generated during or after the contract period. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving loan fund account is not program income and shall be remitted promptly to the Grantee.

N. Request for Cash

To request cash the sub-recipient shall submit the following: Request for Cash Form, Request for Cash Consolidated Support Sheet and Cash Summary Support sheet along with other required documentation to support the expenditures.

O. Close-Out Package

Within 90 days after the completion or expiration of the grant agreement, the Sub-grantee must submit a complete and acceptable close-out package.

P. The sub-recipient must complete and submit an IRS W-9 Form.

All sub-recipients, unless specifically exempted, must be set up for payment through PayMode, the State's e-payment vehicle. This is a tool that captures the payment and remittance information and pushes it electronically to the vendor. To register for PayMode, the sub-recipient should go to the Bank of America's enrollment website at **http://portal.paymode.com/ms/**

The sub-recipient needs a valid email address in order to enroll in PayMode. This email address can be obtained through one of the free email services such as Yahoo or Hotmail. The sub-recipient must also have access to a computer. The sub-recipient may request assistance in enrolling with the State's e-payment provider by contacting the State via email at **mash@dfa.state.ms.us** or by calling the DFA MASH helpdesk at (601) 359-1343.

The sub-recipient must register in MAGIC as a Grantee.

All sub-recipients must be registered with Mississippi's Accountability System for Government Information and Collaboration, or "MAGIC". MAGIC is the statewide accounting and procurement system of record, encompassing Finance (accounting, budgeting, grants management), Logistics (procurement, fleet management, inventory management), and Data Warehouse functionality. Please visit the website below to register as a Grantee:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Q. Application

The application and all supporting documentation are incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained herein.

Attachment: Gouras & Associates, LLC, for the KCDBG Aircraft Packaging Hangar - signed (11257 : Approve Agreement for Consulting

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

PAYMENT REQUEST FOR THE MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

1. PROJECT NUMBERS	2. PROJECT TITLES	3. TYPE OF PAYMENT REQUEST	
FY20-P610-01	McLeod Park RV Expansion and Pier Construction	REIMBURSEMENT	"check" THE APPLICABLE BOX ☐ FINAL ☑ PARTIAL

4. PERIOD COVERED BY THIS REQUEST FROM: 07/05/2022 TO: 08/01/2022

5. PAYMENT REQUEST # 11

6. RECIPIENT ORGANIZATION		7. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT THAN ITEM 6)	
NAME	Hancock County Board of Super	NAME	Hancock County Board of Super
MAILING ADDRESS	854 Highway 90, Suite A	MAILING ADDRESS	854 Highway 90, Suite A
CITY, STATE & ZIP	Bay St. Louis, MS 39520	CITY, STATE & ZIP	Bay St. Louis, MS 39520

8. FUNDS REQUESTED **DESCRIPTION –** COPIES OF SUPPORTING DOCUMENTS MUST BE ATTACHED TO PAYMENT REQUEST TO PROCESS. LIST DESCRIPTION OF EACH DOCUMENT BELOW. LABEL SUPPORTING DOCUMENTS WITH CORRESPONDING DESCRIPTION LABEL.	TOTAL TIDELANDS TRUST FUND COST	ALL OTHER GRANTS COST	TOTAL COST OF THIS PAYMENT REQUEST
8.1 Engineering	$ 2,500.00	$	$ 2,500.00
8.2	$	$	$ 0.00
8.3	$	$	$ 0.00
8.4	$	$	$ 0.00
8.5	$	$	$ 0.00
8.6	$	$	$ 0.00
9. TOTAL EXPENDITURES THIS PERIOD	$ 2,500.00	$ 0.00	$ 2,500.00
10. AMOUNT REQUESTED FOR PAYMENT	$ 2,500.00	$	$ 2,500.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DATA CONTAINED AND ATTACHED ON THIS FORM IS CORRECT AND THAT THIS REQUEST REPRESENTS THE AMOUNT DUE AND NOT PREVIOUSLY REQUESTED AND THAT ALL OUTLAYS ARE IN ACCORDANCE WITH THE TIDELANDS TRUST FUND.

	6/20/2022
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
Scotty Adam, Board President	228-467-0172
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

The DMR employees and officers make no representation or warranty, express or implied, or assume any liability or responsibility for the accuracy of the information provided herein by the Payee or any representation as to the completeness or suitability of the project for which reimbursement is being made.

Attachment: PR Request #11 McLeod Park-$2,500 (11266 : Approve Payment Request 11 for FY20 McLeod Park RV Park)

Hancock County FY2020-P610-01
McLeod Park Campsite Expansion and Pier Construction
Payment Request #11

The county requests reimbursement of $2,500.00 for construction and post construction engineering services. Services included final inspection and closeout for the installation and completion of campsite pads and aprons at existing sites and sewer and water system maintenance and upgrades. The expenditure spreadsheet below and supporting documentation is attached.

Expenditure Report for Payment Request #11

McLeod Park	FY2020-P610-01	McLeod Park RV Campsite Expansion and Pier Construction						$ 497,315.97
LINE ITEM	**Invoice Date**	**Invoice No.**	**Vendor**	**Invoice Amount**	**Check Date**	**Check No.**	**Check Amount**	**Total Balance**
Engineering	3/31/2021	221-076-002-1	CE	$ 880.00	5/3/2021	92855	$ 880.00	$ 496,435.97
County Purchase-Kayaks	3/23/2021	21001931	Keith Lee, Lindsey's Antiques	$ 4,400.00	5/3/2021	92927	$ 4,400.00	$ 492,915.97
Engineering	4/30/2021	221-076-002-2	CE	$ 2,040.00	6/7/2021	93276	$ 2,040.00	$ 490,875.97
Sheer View Mulching, LLC	5/20/2021	1190	Sheer View Mulching	$ 17,098.00	6/7/2021	93491	$ 16,600.00	$ 474,275.97
Sheerview Mulching, LLC			Sheer View Mulching		6/21/2021	93741	$ 498.00	$ 473,777.97
Engineering	5/31/2021	221-076-002-3	CE	$ 625.00	7/6/2021	93813	$ 625.00	$ 473,152.97
Engineering	7/31/2021	219-044.001	CE	$ 2,800.00	9/7/2021	94612	$ 2,800.00	$ 470,352.97
Engineering	8/31/2021	219-044.002	CE	$ 7,700.00	10/18/2021	95318	$ 7,700.00	$ 462,652.97
County Purchase-Life Jackets	7/23/2021	913232696	BSN Sports	$ 1,234.67	9/7/2021	94578	$ 1,234.67	$ 461,418.30
County Purchase-Grills-PN Tables	9/27/2021	122686/122656	MS Prison Industries Corp	$ 23,910.00	10/4/2021	95208	$ 23,910.00	$ 437,508.30
County Purchase-Gator	10/11/2021	117190665	John Deere & Company	$ 15,633.94	11/1/2021	95383	$ 15,633.94	$ 421,874.36
Construction	10/25/2021	Pay App 9-CO #2 Partial	Floore Industrial Contractors	$ 8,142.22	11/1/2021	95414	$ 8,142.22	$ 413,732.14
Engineering	9/30/2021	219-044.001-3	CE	$ 5,600.00	11/1/2021	95373	$ 5,600.00	$ 408,132.14
County Purchase-Kayak Trailer	5/10/2021	21002296	1st Direct Products, LLC	$ 3,397.00	12/6/2021	95649	$ 3,397.00	$ 404,735.14
Construction	11/23/2021	Pay App 10-CO #2 Partial	Floore Industrial Contractors	$ 12,213.34	12/6/2021	95756	$ 12,213.34	$ 392,521.80
Engineering	10/31/2021	219-044.001-4	CE	$ 1,400.00	1/3/2022	96152	$ 1,400.00	$ 391,121.80
Engineering	11/30/2021	219-044.001-5	CE	$ 600.00	1/3/2022	96152	$ 600.00	$ 390,521.80
Construction	12/16/2021	Pay App 1	Floore Industrial Contractors	$ 56,965.80	1/3/2022	96186	$ 56,965.80	$ 333,556.00
Engineering	12/31/2021	219-044.001-6	CE	$ 600.00	2/7/2022	96509	$ 600.00	$ 332,956.00
Construction	1/28/1971	Pay App 2	Floore Industrial Contractors	$ 149,541.88	2/7/2022	95414	149,541.88	$ 183,414.12
Engineering	1/31/2022	219-044.001-7	CE	$ 1,800.00	3/7/2022	97133	1,800.00	$ 181,614.12
Construction	2/14/2022	Pay App 3	Floore Industrial Contractors	$ 38,019.85	3/7/2022	97176	$ 38,019.85	$ 145,394.27
Engineering	2/28/2022	219-044.001-8	CE	$ 6,000.00	4/4/2022	97646	$ 6,000.00	$ 139,394.27
Construction	3/2/2022	Pay App 4-Final	Floore Industrial Contractors	$ 12,869.87	4/4/2022	97683	$ 12,869.87	$ 126,524.40
Engieering	3/31/2022	219-044.001-9	CE	$ 1,200.00	5/2/2022	98069	$ 1,200.00	$ 125,324.40
	4/30/2022	219-044.001-10	CE	$ 4,300.00	6/6/2022	98442	$ 4,300.00	$ 121,024.40
Engineering	5/31/2022	219-044.001-11	CE	$ 1,250.00	7/5/2022	98867	$ 1,250.00	$ 119,774.40
	6/30/2022	219-044.001-12	CE	$ 1,250.00	8/1/2022	99279	$ 1,250.00	$ 118,524.40

Attachment: PR Request #11 McLeod Park-$2,500 (11266 : Approve Payment Request 11 for FY20 McLeod Park RV Park)

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 219-044.001-11
Date 05/31/2022

Project 219-044.001 MCLEOD PARK IMPROVEMENTS PHASE II

Period of Service: April 29 - May 26, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,500.00	100.00	3,500.00	3,500.00	0.00
Design	14,000.00	100.00	14,000.00	14,000.00	0.00
Construction Phase	12,000.00	100.00	12,000.00	12,000.00	0.00
Post Construction	5,000.00	75.00	2,500.00	3,750.00	1,250.00
Total	34,500.00	96.38	32,000.00	33,250.00	1,250.00

Invoice total 1,250.00

157-530

Attachment: PR Request #11 McLeod Park-$2,500 (11266 : Approve Payment Request 11 for FY20 McLeod Park RV Park)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	98867	07/05/2022	$59,002

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOU
05/31/2022	220-076.005-21	BAYOU LACROIX RD	$80
05/30/2022	219-044.001-11	MCLEOD PHASE	$1,250
06/20/2022	221-076.008-7	HC ARENA	$1,875
05/31/2022	221-076.010-5	PRECAST SPAN	$1,950
05/31/2022	220-076.005-20	BAYOU LACROIX RD	$2,880
05/31/2022	221-042-10	WASHINGTON ST PIER	$3,280
05/31/2022	221-076.006-10	CLERMONT HARBOR PIER	$3,850
05/31/2022	219-076.002-35	CRANE CREEK	$4,680
05/31/2022	221-044-10	HC BEACHES	$4,875
05/31/2022	221-074-8	BEACH STORM REPAIRS	$5,752
05/31/2022	221-054-8	RESURFACE LAKESHORE RD	$5,954
05/31/2022	221-076.011-10	FAIRGROUNDS	$22,575

Check Date
07/05/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE D/

*** Fifty-Nine Thousand And Two Dollars And Thirty-One Cents ***

$59,002.3

VOID

Pay To
The
Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A. Kelley

Attachment: PR Request #11 McLeod Park-$2,500 (11266 : Approve Payment Request 11 for FY20 McLeod Park RV Park)

FOR DEPOSIT ONLY
COMPTON ENGINEERING, INC.
ACCT. NO. 07025456

☐ CHECK HERE IF MOBILE DEPOSIT

FOR MOBILE DEPOSIT ONLY TO _____ FINANCIAL INSTITUTION

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

00022-07-06
187070111260002
>0855503681<

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Invisible Fluorescent Fibers: cannot be reproduced on photocopiers

Security Screen: absence of "Original Document" verbiage on back of check when photocopied

Heat Sensitive Ink: Red image will fade with heat. Rub, hold between thumb & finger or breathe on image for reaction

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HANCOCK COUNTY
BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST. LOUIS, MS 39520

TheFirst FDIC
A NATIONAL BANKING ASSOCIATION
24 HOUR CUSTOMER INFORMATION LINE
1-866-362-6477

Check Date 07/05/2022
098867
85-336/653

Vendor Number 2245

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Fifty-Nine Thousand And Two Dollars And Thirty-One Cents ***

$59,002.31

Pay To The Order Of
2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A Kelley

AUTHORIZED SIGNATURE

[redacted]

Attachment: PR Request #11 McLeod Park-$2,500 (11266 : Approve Payment Request 11 for FY20 McLeod Park RV Park)

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 219-044.001-12
Date 06/30/2022

Project 219-044.001 MCLEOD PARK IMPROVEMENTS PHASE II

Period of Service: May 27 - June 30, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,500.00	100.00	3,500.00	3,500.00	0.00
Design	14,000.00	100.00	14,000.00	14,000.00	0.00
Construction Phase	12,000.00	100.00	12,000.00	12,000.00	0.00
Post Construction	5,000.00	100.00	3,750.00	5,000.00	1,250.00
Total	34,500.00	100.00	33,250.00	34,500.00	1,250.00

Invoice total 1,250.00

157.530
@

Attachment: PR Request #11 McLeod Park-$2,500 (11266 : Approve Payment Request 11 for FY20 McLeod Park RV Park)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	99279	08/01/2022	$116,933

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOU
06/30/2022	219-044.001-12	MCLOED PHASE II	$1,250
06/08/2022	222-010.004-1	ROW LOWER BAY RD	$1,260
06/30/2022	221-076.006-11	CLERMONT HARBOR PIER	$2,300
06/30/2022	221-044-11	HC BEACH	$4,875
06/30/2022	221-042-11	WASHINGTON ST PIER	$5,280
07/08/2022	221-054-9	RESURFACE LAKESHORE RD	$5,322
07/13/2022	221-074-9	beach blvd storm repairs	$7,009
06/30/2022	221-030-10	CRAZY HORSE	$8,000
06/30/2022	221-076.007-9	renourishment of hancock county beaches	$23,000
06/30/2022	221-076.011-11	FAIRGROUNDS DEVELOP	$27,000
06/30/2022	212-033-31	STATE AID KILN-DELISLE BRIDGE	$31,637

Check Date
08/01/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DA

*** One Hundred And Sixteen Thousand Nine Hundred And Thirty-Three Dollars And Sixty-Seven Cents *** **$116,933.6**

VOID

Pay To The Order Of
2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A. Kelley

Attachment: PR Request #11 McLeod Park-$2,500 (11266 : Approve Payment Request 11 for FY20 McLeod Park RV Park)

FOR DEPOSIT ONLY
COMPTON ENGINEERING, INC.
ACCT. NO. 07025254566

☐ CHECK HERE IF MOBILE DEPOSIT

FOR MOBILE DEPOSIT ONLY TO _____ FINANCIAL INSTITUTION

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*

00022-08-02
214070081650004
>0055503681<

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Heat Sensitive Ink: Red image will fade with heat. Rub, hold between thumb & finger or breathe on image for reaction

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*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

HANCOCK COUNTY
BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST. LOUIS, MS 39520

TheFirst FDIC A NATIONAL BANKING ASSOCIATION
24 HOUR CUSTOMER INFORMATION LINE
1-866-362-6477

Check Date 08/01/2022

099279
85-336/653

Vendor Number 2245

VOID AFTER 90 DAYS FROM ISSUE DAT

*** One Hundred And Sixteen Thousand Nine Hundred And Thirty-Three Dollars And Sixty-Seven Cents ***

$116,933.6[illegible]

Pay To The Order Of
2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A Kelley

AUTHORIZED SIGNATURE

[redacted]

Attachment: PR Request #11 McLeod Park-$2,500 (11266 : Approve Payment Request 11 for FY20 McLeod Park RV Park)

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

ENHANCE • PROTECT • CONSERVE

PAYMENT REQUEST FOR THE MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

1. PROJECT NUMBERS	2. PROJECT TITLES	3. TYPE OF PAYMENT REQUEST	
FY20-P610-01	McLeod Park RV Expansion and Pier Construction	REIMBURSEMENT	"check" THE APPLICABLE BOX ☐ FINAL ☑ PARTIAL

4. PERIOD COVERED BY THIS REQUEST FROM: 07/05/2022 TO: 08/01/2022

5. PAYMENT REQUEST # 11

6. RECIPIENT ORGANIZATION		7. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT THAN ITEM 6)	
NAME	Hancock County Board of Super	NAME	Hancock County Board of Super
MAILING ADDRESS	854 Highway 90, Suite A	MAILING ADDRESS	854 Highway 90, Suite A
CITY, STATE & ZIP	Bay St. Louis, MS 39520	CITY, STATE & ZIP	Bay St. Louis, MS 39520

8. FUNDS REQUESTED **DESCRIPTION –** COPIES OF SUPPORTING DOCUMENTS MUST BE ATTACHED TO PAYMENT REQUEST TO PROCESS. LIST DESCRIPTION OF EACH DOCUMENT BELOW. LABEL SUPPORTING DOCUMENTS WITH CORRESPONDING DESCRIPTION LABEL.	TOTAL TIDELANDS TRUST FUND COST	ALL OTHER GRANTS COST	TOTAL COST OF THIS PAYMENT REQUEST
8.1 Engineering	$ 2,500.00	$	$ 2,500.00
8.2	$	$	$ 0.00
8.3	$	$	$ 0.00
8.4	$	$	$ 0.00
8.5	$	$	$ 0.00
8.6	$	$	$ 0.00
9. TOTAL EXPENDITURES THIS PERIOD	$ 2,500.00	$ 0.00	$ 2,500.00
10. AMOUNT REQUESTED FOR PAYMENT	$ 2,500.00	$	$ 2,500.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DATA CONTAINED AND ATTACHED ON THIS FORM IS CORRECT AND THAT THIS REQUEST REPRESENTS THE AMOUNT DUE AND NOT PREVIOUSLY REQUESTED AND THAT ALL OUTLAYS ARE IN ACCORDANCE WITH THE TIDELANDS TRUST FUND.

Scott Adam — 8/20/2022

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL — DATE REQUEST SUBMITTED

Scotty Adam, Board President — 228-467-0172

TYPED OR PRINTED NAME AND TITLE — TELEPHONE

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

The DMR employees and officers make no representation or warranty, express or implied, or assume any liability or responsibility for the accuracy of the information provided herein by the Payee or any representation as to the completeness or suitability of the project for which reimbursement is being made.

Attachment: Payment Request 11 McLeod Park RV Expansion and Pier Construction - signed (11266 : Approve Payment Request 11 for FY20

Hancock County FY2020-P610-01
McLeod Park Campsite Expansion and Pier Construction
Payment Request #11

The county requests reimbursement of $2,500.00 for construction and post construction engineering services. Services included final inspection and closeout for the installation and completion of campsite pads and aprons at existing sites and sewer and water system maintenance and upgrades. The expenditure spreadsheet below and supporting documentation is attached.

Expenditure Report for Payment Request #11

McLeod Park	FY2020-P610-01	McLeod Park RV Campsite Expansion and Pier Construction						$ 497,315.97
LINE ITEM	Invoice Date	Invoice No.	Vendor	Invoice Amount	Check Date	Check No.	Check Amount	Total Balance
Engineering	3/31/2021	221-076-002-1	CE	$ 880.00	5/3/2021	92855	$ 880.00	$ 496,435.97
County Purchase-Kayaks	3/23/2021	21001931	Keith Lee, Lindsey's Antiques	$ 4,400.00	5/3/2021	92927	$ 4,400.00	$ 492,915.97
Engineering	4/30/2021	221-076-002-2	CE	$ 2,040.00	6/7/2021	93276	$ 2,040.00	$ 490,875.97
Sheer View Mulching, LLC	5/20/2021	1190	Sheer View Mulching	$ 17,098.00	6/7/2021	93491	$ 16,600.00	$ 474,275.97
Sheerview Mulching, LLC			Sheer View Mulching		6/21/2021	93741	$ 498.00	$ 473,777.97
Engineering	5/31/2021	221-076-002-3	CE	$ 625.00	7/6/2021	93813	$ 625.00	$ 473,152.97
Engineering	7/31/2021	219-044.001	CE	$ 2,800.00	9/7/2021	94612	$ 2,800.00	$ 470,352.97
Engineering	8/31/2021	219-044.002	CE	$ 7,700.00	10/18/2021	95318	$ 7,700.00	$ 462,652.97
County Purchase-Life Jackets	7/23/2021	913232696	BSN Sports	$ 1,234.67	9/7/2021	94578	$ 1,234.67	$ 461,418.30
County Purchase-Grills-PN Tables	9/27/2021	122686/122656	MS Prison Industries Corp	$ 23,910.00	10/4/2021	95208	$ 23,910.00	$ 437,508.30
County Purchase-Gator	10/11/2021	117190665	John Deere & Company	$ 15,633.94	11/1/2021	95383	$ 15,633.94	$ 421,874.36
Construction	10/25/2021	Pay App 9-CO #2 Partial	Floore Industrial Contractors	$ 8,142.22	11/1/2021	95414	$ 8,142.22	$ 413,732.14
Engineering	9/30/2021	219-044.001-3	CE	$ 5,600.00	11/1/2021	95373	$ 5,600.00	$ 408,132.14
County Purchase-Kayak Trailer	5/10/2021	21002296	1st Direct Products, LLC	$ 3,397.00	12/6/2021	95649	$ 3,397.00	$ 404,735.14
Construction	11/23/2021	Pay App 10-CO #2 Partial	Floore Industrial Contractors	$ 12,213.34	12/6/2021	95756	$ 12,213.34	$ 392,521.80
Engineering	10/31/2021	219-044.001-4	CE	$ 1,400.00	1/3/2022	96152	$ 1,400.00	$ 391,121.80
Engineering	11/30/2021	219-044.001-5	CE	$ 600.00	1/3/2022	96152	$ 600.00	$ 390,521.80
Construction	12/16/2021	Pay App 1	Floore Industrial Contractors	$ 56,965.80	1/3/2022	96186	$ 56,965.80	$ 333,556.00
Engineering	12/31/2021	219-044.001-6	CE	$ 600.00	2/7/2022	96509	$ 600.00	$ 332,956.00
Construction	1/28/1971	Pay App 2	Floore Industrial Contractors	$ 149,541.88	2/7/2022	95414	149,541.88	$ 183,414.12
Engineering	1/31/2022	219-044.001-7	CE	$ 1,800.00	3/7/2022	97133	1,800.00	$ 181,614.12
Construction	2/14/2022	Pay App 3	Floore Industrial Contractors	$ 38,019.85	3/7/2022	97176	$ 38,019.85	$ 145,394.27
Engineering	2/28/2022	219-044.001-8	CE	$ 6,000.00	4/4/2022	97646	$ 6,000.00	$ 139,394.27
Construction	3/2/2022	Pay App 4-Final	Floore Industrial Contractors	$ 12,869.87	4/4/2022	97683	$ 12,869.87	$ 126,524.40
Engieering	3/31/2022	219-044.001-9	CE	$ 1,200.00	5/2/2022	98069	$ 1,200.00	$ 125,324.40
	4/30/2022	219-044.001-10	CE	$ 4,300.00	6/6/2022	98442	$ 4,300.00	$ 121,024.40
Engineering	5/31/2022	219-044.001-11	CE	$ 1,250.00	7/5/2022	98867	$ 1,250.00	$ 119,774.40
	6/30/2022	219-044.001-12	CE	$ 1,250.00	8/1/2022	99279	$ 1,250.00	$ 118,524.40

Attachment: Payment Request 11 McLeod Park RV Expansion and Pier Construction - signed (11266 : Approve Payment Request 11 for FY20

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 219-044.001-11
Date 05/31/2022

Project 219-044.001 MCLEOD PARK IMPROVEMENTS PHASE II

Period of Service: April 29 - May 26, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,500.00	100.00	3,500.00	3,500.00	0.00
Design	14,000.00	100.00	14,000.00	14,000.00	0.00
Construction Phase	12,000.00	100.00	12,000.00	12,000.00	0.00
Post Construction	5,000.00	75.00	2,500.00	3,750.00	1,250.00
Total	34,500.00	96.38	32,000.00	33,250.00	1,250.00

Invoice total 1,250.00

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Attachment: Payment Request 11 McLeod Park RV Expansion and Pier Construction - signed (11266 : Approve Payment Request 11 for FY20

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	98867	07/05/2022	$59,002.31

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
05/31/2022	220-076.005-21	BAYOU LACROIX RD	$80.00
05/30/2022	219-044.001-11	MCLEOD PHASE	$1,250.00
06/20/2022	221-076.008-7	HC ARENA	$1,875.00
05/31/2022	221-076.010-5	PRECAST SPAN	$1,950.00
05/31/2022	220-076.005-20	BAYOU LACROIX RD	$2,880.00
05/31/2022	221-042-10	WASHINGTON ST PIER	$3,280.00
05/31/2022	221-076.006-10	CLERMONT HARBOR PIER	$3,850.00
05/31/2022	219-076.002-35	CRANE CREEK	$4,680.00
05/31/2022	221-044-10	HC BEACHES	$4,875.00
05/31/2022	221-074-8	BEACH STORM REPAIRS	$5,752.88
05/31/2022	221-054-8	RESURFACE LAKESHORE RD	$5,954.23
05/31/2022	221-076.011-10	FAIRGROUNDS	$22,575.20

Check Date
07/05/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Fifty-Nine Thousand And Two Dollars And Thirty-One Cents ***

$59,002.31

VOID

Pay To The Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A. Kelley

Attachment: Payment Request 11 McLeod Park RV Expansion and Pier Construction - signed (11266 : Approve Payment Request 11 for FY20

TheFirst BANK
A NATIONAL BANKING ASSOCIATION

Account: PUB CKG 0001
Date: 8/10/2022

X
FOR DEPOSIT ONLY
COMPTON ENGINEERING, INC.
ACCT. NO. 07025466

☐ CHECK HERE IF MOBILE DEPOSIT

FOR MOBILE DEPOSIT ONLY TO _____ FINANCIAL INSTITUTION

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HANCOCK COUNTY
BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST. LOUIS, MS 39520

TheFirst BANK
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24 HOUR CUSTOMER INFORMATION LINE
1-866-563-4477

Check Date 07/05/2022
098867
85-336/653

Vendor Number 2245

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Fifty-Nine Thousand And Two Dollars And Thirty-One Cents ***

$59,002.31

Security features Details on back

Pay To The Order Of
2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A Kelley

AUTHORIZED SIGNATURE

[redacted]

Attachment: Payment Request 11 McLeod Park RV Expansion and Pier Construction - signed (11266 : Approve Payment Request 11 for FY20

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 219-044.001-12
Date 06/30/2022

Project 219-044.001 MCLEOD PARK IMPROVEMENTS PHASE II

Period of Service: May 27 - June 30, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,500.00	100.00	3,500.00	3,500.00	0.00
Design	14,000.00	100.00	14,000.00	14,000.00	0.00
Construction Phase	12,000.00	100.00	12,000.00	12,000.00	0.00
Post Construction	5,000.00	100.00	3,750.00	5,000.00	1,250.00
Total	34,500.00	100.00	33,250.00	34,500.00	1,250.00

Invoice total 1,250.00

157.530
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Attachment: Payment Request 11 McLeod Park RV Expansion and Pier Construction - signed (11266 : Approve Payment Request 11 for FY20

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	99279	08/01/2022	$116,933.67

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
06/30/2022	219-044.001-12	MCLOED PHASE II	$1,250.00
06/08/2022	222-010.004-1	ROW LOWER BAY RD	$1,260.00
06/30/2022	221-076.006-11	CLERMONT HARBOR PIER	$2,300.00
06/30/2022	221-044-11	HC BEACH	$4,875.00
06/30/2022	221-042-11	WASHINGTON ST PIER	$5,280.00
07/08/2022	221-054-9	RESURFACE LAKESHORE RD	$5,322.21
07/13/2022	221-074-9	beach blvd storm repairs	$7,009.26
06/30/2022	221-030-10	CRAZY HORSE	$8,000.00
06/30/2022	221-076.007-9	renourishment of hancock county beaches	$23,000.00
06/30/2022	221-076.011-11	FAIRGROUNDS DEVELOP	$27,000.00
06/30/2022	212-033-31	STATE AID KILN-DELISLE BRIDGE	$31,637.20

Check Date
08/01/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DATE

*** One Hundred And Sixteen Thousand Nine Hundred And Thirty-Three Dollars And Sixty-Seven Cents *** **$116,933.67**

VOID

Pay To
The
Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A. Kelley

Attachment: Payment Request 11 McLeod Park RV Expansion and Pier Construction - signed (11266 : Approve Payment Request 11 for FY20

TheFirst FBIC

Account: PUB CKG 000
Date: 8/10/2022

FOR DEPOSIT ONLY
COMPTON ENGINEERING, INC.
ACCT. NO. 070254566

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BAY ST. LOUIS, MS 39520

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A NATIONAL BANKING ASSOCIATION
24 HOUR CUSTOMER INFORMATION LINE
1-866-362-6477

Check Date 08/01/2022

099279
85-336/653

Vendor Number 2245

VOID AFTER 90 DAYS FROM ISSUE DATE

*** One Hundred And Sixteen Thousand Nine Hundred And Thirty-Three Dollars And Sixty-Seven Cents ***

$116,933.67

Pay To The Order Of
2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A Kelley

AUTHORIZED SIGNATURE

Security Feature. Details on Back.

Attachment: Payment Request 11 McLeod Park RV Expansion and Pier Construction - signed (11266 : Approve Payment Request 11 for FY20

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

PAYMENT REQUEST FOR THE MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

1. PROJECT NUMBERS	2. PROJECT TITLES	3. TYPE OF PAYMENT REQUEST	
FY21-P610-02	Bayou Caddy Marina Expansion	REIMBURSEMENT	"check" THE APPLICABLE BOX ☐ FINAL ☑ PARTIAL

4. PERIOD COVERED BY THIS REQUEST FROM: 06/06/2022 TO: 06/06/2022

5. PAYMENT REQUEST # 5

6. RECIPIENT ORGANIZATION		7. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT THAN ITEM 6)	
NAME	Hancock County Board of Super	NAME	Hancock County Board of Super
MAILING ADDRESS	854 Highway 90, Suite A	MAILING ADDRESS	854 Highway 90, Suite A
CITY, STATE & ZIP	Bay St. Louis, MS 39520	CITY, STATE & ZIP	Bay St. Louis, MS 39520

8. FUNDS REQUESTED **DESCRIPTION –** COPIES OF SUPPORTING DOCUMENTS MUST BE ATTACHED TO PAYMENT REQUEST TO PROCESS. LIST DESCRIPTION OF EACH DOCUMENT BELOW. LABEL SUPPORTING DOCUMENTS WITH CORRESPONDING DESCRIPTION LABEL.	TOTAL TIDELANDS TRUST FUND COST	ALL OTHER GRANTS COST	TOTAL COST OF THIS PAYMENT REQUEST
8.1 Engineering Design	$ 14,175.00	$	$ 14,175.00
8.2	$	$	$ 0.00
8.3	$	$	$ 0.00
8.4	$	$	$ 0.00
8.5	$	$	$ 0.00
8.6	$	$	$ 0.00
9. TOTAL EXPENDITURES THIS PERIOD	$ 14,175.00	$ 0.00	$ 14,175.00
10. AMOUNT REQUESTED FOR PAYMENT	$ 14,175.00	$	$ 14,175.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DATA CONTAINED AND ATTACHED ON THIS FORM IS CORRECT AND THAT THIS REQUEST REPRESENTS THE AMOUNT DUE AND NOT PREVIOUSLY REQUESTED AND THAT ALL OUTLAYS ARE IN ACCORDANCE WITH THE TIDELANDS TRUST FUND.

	08/15/2022
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
Scotty Adam, Board President	228-467-0172
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

The DMR employees and officers make no representation or warranty, express or implied, or assume any liability or responsibility for the accuracy of the information provided herein by the Payee or any representation as to the completeness or suitability of the project for which reimbursement is being made.

Attachment: PR No. 5 FY21-P610-02 Bayou Caddy (11267 : Approve Payment Request 5 for FY21 Bayou Caddy Expansion)

Hancock County FY2021-P610-02
Bayou Caddy Marina Improvements
Payment Request #5

The county requests reimbursement of $14,175.00 of expenditures for preliminary engineering and design to upgrade the marina's substandard conditions. The services in April focused on completing the project design and initiating the construction engineering phase. See the attached expenditure documentation.

Expenditure Report for Payment Request #5

Bayou Caddy	**FY2021-P610-02**	**Bayou Caddy Marina Expansion**						**$ 400,000.00**
LINE ITEM	**Invoice Date**	**Invoice No.**	**Vendor**	**Invoice Amount**	**Check Date**	**Check No.**	**Check Amount**	**Total Balance**
Engineering	4/30/2021	221-076.004-1	CE	$ 4,250.00	6/21/2021	93813	$ 4,250.00	$ 395,750.00
	5/31/2021	221-076.004-2	CE	$ 1,250.00	6/21/2021	93813	$ 1,250.00	$ 394,500.00
	6/30/2021	221-076.004-3	CE	$ 2,500.00	8/2/2021	94211	$ 2,500.00	$ 392,000.00
Engineering	9/30/2021	221-076.004-4	CE	$ 2,500.00	11/1/2021	95372	$ 2,500.00	$ 389,500.00
	10/31/2021	221-076.004-5	CE	$ 2,500.00	12/6/2021	9710	$ 2,500.00	$ 387,000.00
	1/31/2022	221-076.004-6	CE	$ 1,250.00	3/7/2022	9733	$ 1,250.00	$ 385,750.00
	3/31/2022	221-076.004-7	CE	$ 500.00	5/2/2022	98069	$ 500.00	$ 385,250.00
Project Sign	5/9/2022	4700	Dixie Signs	$ 435.00	6/6/2022	98467	$ 435.00	$ 384,815.00
Engineering	4/30/2022	221-076.004-8	CE	$ 14,175.00	6/6/2022	98443	$ 14,175.00	$ 370,640.00

Attachment: PR No. 5 FY21-P610-02 Bayou Caddy (11267 : Approve Payment Request 5 for FY21 Bayou Caddy Expansion)

8.1 Engineering Services

Attachment: PR No. 5 FY21-P610-02 Bayou Caddy (11267 : Approve Payment Request 5 for FY21 Bayou Caddy Expansion)

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 221-076.004-8
Date 04/30/2022

Project 221-076.004 BAYOU CADDY MARINA

Period of Service: April 1 - 28, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,000.00	100.00	3,000.00	3,000.00	0.00
Design	25,000.00	100.00	11,750.00	25,000.00	13,250.00
Construction Phase	18,500.00	5.00	0.00	925.00	925.00
Testing	2,500.00	0.00	0.00	0.00	0.00
Secretary of State Lease Prep/Environmental (if required)	5,000.00	0.00	0.00	0.00	0.00
Total	54,000.00	53.56	14,750.00	28,925.00	14,175.00

Invoice total 14,175.00

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Attachment: PR No. 5 FY21-P610-02 Bayou Caddy (11267 : Approve Payment Request 5 for FY21 Bayou Caddy Expansion)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	98443	06/06/2022	$30,230

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOU
04/30/2022	221-076.001-20	elevating Beach Road from Lakeshore to Silver Slip	$730
04/30/2022	221-076.007-7	renourishment for beach	$4,400
04/24/2022	221-044-9	HC BEACH	$4,875
04/30/2022	221-076.001-19	elevating Beach Road from Lakeshore to Silver Slip	$6,050
04/28/2022	221-076.004-8	BAYOU CADDY MARINA	$14,175

Check Date
06/06/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE D/

*** Thirty Thousand Two Hundred And Thirty Dollars And Zero Cents ***

$30,230.(

VOID

Pay To
The
Order Of

2245
COMPTON ENGINEERING, P. A.
1706 CONVENT AVENUE
PASCAGOULA, MS 39568-0686

Timothy A. Kelley

Attachment: PR No. 5 FY21-P610-02 Bayou Caddy (11267 : Approve Payment Request 5 for FY21 Bayou Caddy Expansion)

FOR DEPOSIT ONLY
COMPTON ENGINEERING, INC.
ACCT. NO. 07025456

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BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST. LOUIS, MS 39520

TheFirst FDIC A NATIONAL BANKING ASSOCIATION
24 HOUR CUSTOMER INFORMATION LINE
1-866-362-6477

Check Date 06/06/2022

098443
85-336/653

Vendor Number 2245

VOID AFTER 90 DAYS FROM ISSUE DAT

*** Thirty Thousand Two Hundred And Thirty Dollars And Zero Cents ***

$30,230.0(

Pay To The Order Of
2245
COMPTON ENGINEERING, P. A.
1706 CONVENT AVENUE
PASCAGOULA, MS 39568-0686

Timothy A Kelley

AUTHORIZED SIGNATURE

[redacted]

Attachment: PR No. 5 FY21-P610-02 Bayou Caddy (11267 : Approve Payment Request 5 for FY21 Bayou Caddy Expansion)

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

ENHANCE · PROTECT · CONSERVE

PAYMENT REQUEST FOR THE MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

1. PROJECT NUMBERS	2. PROJECT TITLES	3. TYPE OF PAYMENT REQUEST	
FY21-P610-02	Bayou Caddy Marina Expansion	REIMBURSEMENT	"check" THE APPLICABLE BOX ☐ FINAL ☑ PARTIAL

4. PERIOD COVERED BY THIS REQUEST	5. PAYMENT REQUEST #
FROM: 06/06/2022 TO: 06/06/2022	5

6. RECIPIENT ORGANIZATION		7. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT THAN ITEM 6)	
NAME	Hancock County Board of Super	NAME	Hancock County Board of Super
MAILING ADDRESS	854 Highway 90, Suite A	MAILING ADDRESS	854 Highway 90, Suite A
CITY, STATE & ZIP	Bay St. Louis, MS 39520	CITY, STATE & ZIP	Bay St. Louis, MS 39520

8. FUNDS REQUESTED **DESCRIPTION –** COPIES OF SUPPORTING DOCUMENTS MUST BE ATTACHED TO PAYMENT REQUEST TO PROCESS. LIST DESCRIPTION OF EACH DOCUMENT BELOW. LABEL SUPPORTING DOCUMENTS WITH CORRESPONDING DESCRIPTION LABEL.	TOTAL TIDELANDS TRUST FUND COST	ALL OTHER GRANTS COST	TOTAL COST OF THIS PAYMENT REQUEST
8.1 Engineering Design	$ 14,175.00	$	$ 14,175.00
8.2	$	$	$ 0.00
8.3	$	$	$ 0.00
8.4	$	$	$ 0.00
8.5	$	$	$ 0.00
8.6	$	$	$ 0.00
9. TOTAL EXPENDITURES THIS PERIOD	$ 14,175.00	$ 0.00	$ 14,175.00
10. AMOUNT REQUESTED FOR PAYMENT	$ 14,175.00	$	$ 14,175.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DATA CONTAINED AND ATTACHED ON THIS FORM IS CORRECT AND THAT THIS REQUEST REPRESENTS THE AMOUNT DUE AND NOT PREVIOUSLY REQUESTED AND THAT ALL OUTLAYS ARE IN ACCORDANCE WITH THE TIDELANDS TRUST FUND.

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Scotty Adam — SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

08/15/2022 — DATE REQUEST SUBMITTED

Scotty Adam, Board President — TYPED OR PRINTED NAME AND TITLE

228-467-0172 — TELEPHONE

The DMR employees and officers make no representation or warranty, express or implied, or assume any liability or responsibility for the accuracy of the information provided herein by the Payee or any representation as to the completeness or suitability of the project for which reimbursement is being made.

Attachment: Payment Request 5 Bayou Caddy Marina Expansion - signed (11267 : Approve Payment Request 5 for FY21 Bayou Caddy

Hancock County FY2021-P610-02
Bayou Caddy Marina Improvements
Payment Request #5

The county requests reimbursement of $14,175.00 of expenditures for preliminary engineering and design to upgrade the marina's substandard conditions. The services in April focused on completing the project design and initiating the construction engineering phase. See the attached expenditure documentation.

Expenditure Report for Payment Request #5

Bayou Caddy	**FY2021-P610-02**	**Bayou Caddy Marina Expansion**						**$ 400,000.00**
LINE ITEM	**Invoice Date**	**Invoice No.**	**Vendor**	**Invoice Amount**	**Check Date**	**Check No.**	**Check Amount**	**Total Balance**
Engineering	4/30/2021	221-076.004-1	CE	$ 4,250.00	6/21/2021	93813	$ 4,250.00	$ 395,750.00
	5/31/2021	221-076.004-2	CE	$ 1,250.00	6/21/2021	93813	$ 1,250.00	$ 394,500.00
	6/30/2021	221-076.004-3	CE	$ 2,500.00	8/2/2021	94211	$ 2,500.00	$ 392,000.00
Engineering	9/30/2021	221-076.004-4	CE	$ 2,500.00	11/1/2021	95372	$ 2,500.00	$ 389,500.00
	10/31/2021	221-076.004-5	CE	$ 2,500.00	12/6/2021	9710	$ 2,500.00	$ 387,000.00
	1/31/2022	221-076.004-6	CE	$ 1,250.00	3/7/2022	9733	$ 1,250.00	$ 385,750.00
	3/31/2022	221-076.004-7	CE	$ 500.00	5/2/2022	98069	$ 500.00	$ 385,250.00
Project Sign	5/9/2022	4700	Dixie Signs	$ 435.00	6/6/2022	98467	$ 435.00	$ 384,815.00
Engineering	4/30/2022	221-076.004-8	CE	$ 14,175.00	6/6/2022	98443	$ 14,175.00	$ 370,640.00

Attachment: Payment Request 5 Bayou Caddy Marina Expansion - signed (11267 : Approve Payment Request 5 for FY21 Bayou Caddy

8.1 Engineering Services

Attachment: Payment Request 5 Bayou Caddy Marina Expansion - signed (11267 : Approve Payment Request 5 for FY21 Bayou Caddy

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 221-076.004-8
Date 04/30/2022

Project 221-076.004 BAYOU CADDY MARINA

Period of Service: April 1 - 28, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,000.00	100.00	3,000.00	3,000.00	0.00
Design	25,000.00	100.00	11,750.00	25,000.00	13,250.00
Construction Phase	18,500.00	5.00	0.00	925.00	925.00
Testing	2,500.00	0.00	0.00	0.00	0.00
Secretary of State Lease Prep/Environmental (if required)	5,000.00	0.00	0.00	0.00	0.00
Total	54,000.00	53.56	14,750.00	28,925.00	14,175.00

Invoice total 14,175.00

157-333-555
@ 28 VJ

Attachment: Payment Request 5 Bayou Caddy Marina Expansion - signed (11267 : Approve Payment Request 5 for FY21 Bayou Caddy

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	98443	06/06/2022	$30,230.00

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
04/30/2022	221-076.001-20	elevating Beach Road from Lakeshore to Silver Slip	$730.00
04/30/2022	221-076.007-7	renourishment for beach	$4,400.00
04/24/2022	221-044-9	HC BEACH	$4,875.00
04/30/2022	221-076.001-19	elevating Beach Road from Lakeshore to Silver Slip	$6,050.00
04/28/2022	221-076.004-8	BAYOU CADDY MARINA	$14,175.00

Check Date
06/06/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Thirty Thousand Two Hundred And Thirty Dollars And Zero Cents ***

$30,230.00

Pay To
The
Order Of

2245
COMPTON ENGINEERING, P. A.
1706 CONVENT AVENUE
PASCAGOULA, MS 39568-0686

VOID

Timothy A. Kelley

Attachment: Payment Request 5 Bayou Caddy Marina Expansion - signed (11267 : Approve Payment Request 5 for FY21 Bayou Caddy

TheFirst FSB
A NATIONAL BANKING ASSOCIATION

Account: PUB CKG 0001
Date: 8/10/2022

ENDORSE HERE

X _____

FOR DEPOSIT ONLY
COMPTON ENGINEERING, INC.
ACCT. NO. 07025456

☐ CHECK HERE IF MOBILE DEPOSIT

FOR MOBILE DEPOSIT ONLY TO _____ FINANCIAL INSTITUTION

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

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>065503681<

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*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

HANCOCK COUNTY
BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST. LOUIS, MS 39520

TheFirst FSB
A NATIONAL BANKING ASSOCIATION
24 HOUR CUSTOMER INFORMATION LINE
1-866-361-4417*

Check Date 06/06/2022

098443
85-336/653

Vendor Number 2245

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Thirty Thousand Two Hundred And Thirty Dollars And Zero Cents ***

$30,230.00

Pay To The Order Of

2245
COMPTON ENGINEERING, P. A.
1706 CONVENT AVENUE
PASCAGOULA, MS 39568-0686

Timothy A Kelley

AUTHORIZED SIGNATURE

[redacted]

Secure by Artistry Checks on back

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

PAYMENT REQUEST FOR THE MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

1. PROJECT NUMBERS	2. PROJECT TITLES	3. TYPE OF PAYMENT REQUEST	
FY22-P610-04	Clermont Harbor Pier Expansion	REIMBURSEMENT	"check" THE APPLICABLE BOX ☐ FINAL ☑ PARTIAL

4. PERIOD COVERED BY THIS REQUEST FROM: 07/05/2022 TO: 08/01/2022

5. PAYMENT REQUEST # 3

6. RECIPIENT ORGANIZATION		7. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT THAN ITEM 6)	
NAME	Hancock County Board of Super	NAME	Hancock County Board of Super
MAILING ADDRESS	854 Highway 90, Suite A	MAILING ADDRESS	854 Highway 90, Suite A
CITY, STATE & ZIP	Bay St. Louis, MS 39520	CITY, STATE & ZIP	Bay St. Louis, MS 39520

8. FUNDS REQUESTED **DESCRIPTION –** COPIES OF SUPPORTING DOCUMENTS MUST BE ATTACHED TO PAYMENT REQUEST TO PROCESS. LIST DESCRIPTION OF EACH DOCUMENT BELOW. LABEL SUPPORTING DOCUMENTS WITH CORRESPONDING DESCRIPTION LABEL.	TOTAL TIDELANDS TRUST FUND COST	ALL OTHER GRANTS COST	TOTAL COST OF THIS PAYMENT REQUEST
8.1 Preliminary Engineering Services	$ 6,150.00	$	$ 6,150.00
8.2	$	$	$ 0.00
8.3	$	$	$ 0.00
8.4	$	$	$ 0.00
8.5	$	$	$ 0.00
8.6	$	$	$ 0.00
9. TOTAL EXPENDITURES THIS PERIOD	$ 6,150.00	$ 0.00	$ 6,150.00
10. AMOUNT REQUESTED FOR PAYMENT	$ 6,150.00	$	$ 6,150.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DATA CONTAINED AND ATTACHED ON THIS FORM IS CORRECT AND THAT THIS REQUEST REPRESENTS THE AMOUNT DUE AND NOT PREVIOUSLY REQUESTED AND THAT ALL OUTLAYS ARE IN ACCORDANCE WITH THE TIDELANDS TRUST FUND.

	08/15/2022
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
Scotty Adam, Board President	228-467-0172
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

The DMR employees and officers make no representation or warranty, express or implied, or assume any liability or responsibility for the accuracy of the information provided herein by the Payee or any representation as to the completeness or suitability of the project for which reimbursement is being made.

Attachment: PR No. 3 FY22-P610-04 CH Pier Expansion (11268 : Approve Payment Request 3 for FY22 Clermont Harbor Expansion)

Hancock County FY2022-P610-04
Clermont Harbor Pier Expansion
Payment Request #3

The county requests reimbursement of $6,150.00 of expenditures for preliminary engineering and design for the expansion of the Pier in Clermont Harbor. The engineering services from April through June of 2022 focused on the preliminary design, permitting, and environment review. See the attached expenditures.

Expenditure Report for Payment Request #3

Clermont Harbor	**FY2022-P610-04**	**Clermont Harbor Pier Expansion**						**$ 451,000.00**
LINE ITEM	**Invoice Date**	**Invoice No.**	**Vendor**	**Invoice Amount**	**Check Date**	**Check No.**	**Check Amount**	**Total Balance**
Engineering	8/31/2021	221-076-006-1	CE	$ 900.00	10/4/2021	95076	$ 900.00	$ 450,100.00
	9/30/2021	221-076-006-2	CE	$ 1,800.00	11/1/2021	95372	$ 1,800.00	$ 449,200.00
	10/31/2021	221-076-006-3	CE	$ 1,650.00	12/6/2021	95710	$ 1,650.00	$ 447,550.00
	11/30/2021	221-076-006-4	CE	$ 900.00	1/3/2021	96152	$ 900.00	$ 446,650.00
	12/31/2021	221-076-006-5	CE	$ 5,050.00	2/7/2022	96509	$ 5,050.00	$ 441,600.00
	12/31/2021	221-076-006-6	CE	$ 600.00	3/7/2022	97133	$ 600.00	$ 441,000.00
	2/28/2021	221-076-006-7	CE	$ 1,900.00	4/4/2022	97646	$ 1,900.00	$ 439,100.00
	4/18/2022	221-076-006-8	CE	$ 2,700.00	5/2/2022	98069	$ 2,700.00	$ 436,400.00
	4/28/2022	221-076-006-9	CE	$ 250.00	6/6/2022	98442	$ 250.00	$ 436,150.00
	5/31/2022	221-076-006-10	CE	$ 3,850.00	7/5/2022	98867	$ 3,850.00	$ 432,300.00
	6/30/2022	221-076-006-11	CE	$ 2,300.00	8/1/2022	99279	$ 2,300.00	$ 430,000.00

Attachment: PR No. 3 FY22-P610-04 CH Pier Expansion (11268 : Approve Payment Request 3 for FY22 Clermont Harbor Expansion)

Attachment: PR No. 3 FY22-P610-04 CH Pier Expansion (11268 : Approve Payment Request 3 for FY22 Clermont Harbor Expansion)

8.1 Engineering Services

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 221-076.006-10
Date 05/31/2022

Project 221-076.006 PIER EXTENSION TO CLERMONT HARBOR

Period of Service: April 29 - May 26, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,000.00	100.00	3,000.00	3,000.00	0.00
Design	18,000.00	70.00	9,000.00	12,600.00	3,600.00
Construction Phase	23,000.00	0.00	0.00	0.00	0.00
Environmental	5,000.00	80.00	3,750.00	4,000.00	250.00
Total	49,000.00	40.00	15,750.00	19,600.00	3,850.00

Invoice total 3,850.00

157.337
@8 Ng.

Attachment: PR No. 3 FY22-P610-04 CH Pier Expansion (11268 : Approve Payment Request 3 for FY22 Clermont Harbor Expansion)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	98867	07/05/2022	$59,002

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOU
05/31/2022	220-076.005-21	BAYOU LACROIX RD	$80
05/30/2022	219-044.001-11	MCLEOD PHASE	$1,250
06/20/2022	221-076.008-7	HC ARENA	$1,875
05/31/2022	221-076.010-5	PRECAST SPAN	$1,950
05/31/2022	220-076.005-20	BAYOU LACROIX RD	$2,880
05/31/2022	221-042-10	WASHINGTON ST PIER	$3,280
05/31/2022	221-076.006-10	CLERMONT HARBOR PIER	$3,850
05/31/2022	219-076.002-35	CRANE CREEK	$4,680
05/31/2022	221-044-10	HC BEACHES	$4,875
05/31/2022	221-074-8	BEACH STORM REPAIRS	$5,752
05/31/2022	221-054-8	RESURFACE LAKESHORE RD	$5,954
05/31/2022	221-076.011-10	FAIRGROUNDS	$22,575

Check Date
07/05/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE D/

*** Fifty-Nine Thousand And Two Dollars And Thirty-One Cents ***

$59,002.3

VOID

Pay To
The
Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A. Kelley

Attachment: PR No. 3 FY22-P610-04 CH Pier Expansion (11268 : Approve Payment Request 3 for FY22 Clermont Harbor Expansion)

FOR DEPOSIT ONLY
COMPTON ENGINEERING, INC.
ACCT. NO. 07025456

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HANCOCK COUNTY
BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST. LOUIS, MS 39520

TheFirst FDIC A NATIONAL BANKING ASSOCIATION
24 HOUR CUSTOMER INFORMATION LINE
1-866-362-6477

Check Date 07/05/2022

098867

85-336/653

Vendor Number 2245

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Fifty-Nine Thousand And Two Dollars And Thirty-One Cents ***

$59,002.31

Pay To The Order Of
2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A Kelley

AUTHORIZED SIGNATURE

[redacted]

Attachment: PR No. 3 FY22-P610-04 CH Pier Expansion (11268 : Approve Payment Request 3 for FY22 Clermont Harbor Expansion)

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 221-076.006-11
Date 06/30/2022

Project 221-076.006 PIER EXTENSION TO CLERMONT HARBOR

Period of Service: May 27 - June 30, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,000.00	100.00	3,000.00	3,000.00	0.00
Design	18,000.00	80.00	12,600.00	14,400.00	1,800.00
Construction Phase	23,000.00	0.00	0.00	0.00	0.00
Environmental	5,000.00	90.00	4,000.00	4,500.00	500.00
Total	49,000.00	44.69	19,600.00	21,900.00	2,300.00

Invoice total 2,300.00

157-337

Attachment: PR No. 3 FY22-P610-04 CH Pier Expansion (11268 : Approve Payment Request 3 for FY22 Clermont Harbor Expansion)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	99279	08/01/2022	$116,933

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOU
06/30/2022	219-044.001-12	MCLOED PHASE II	$1,250
06/08/2022	222-010.004-1	ROW LOWER BAY RD	$1,260
06/30/2022	221-076.006-11	CLERMONT HARBOR PIER	$2,300
06/30/2022	221-044-11	HC BEACH	$4,875
06/30/2022	221-042-11	WASHINGTON ST PIER	$5,280
07/08/2022	221-054-9	RESURFACE LAKESHORE RD	$5,322
07/13/2022	221-074-9	beach blvd storm repairs	$7,009
06/30/2022	221-030-10	CRAZY HORSE	$8,000
06/30/2022	221-076.007-9	renourishment of hancock county beaches	$23,000
06/30/2022	221-076.011-11	FAIRGROUNDS DEVELOP	$27,000
06/30/2022	212-033-31	STATE AID KILN-DELISLE BRIDGE	$31,637

Check Date
08/01/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE D/

*** One Hundred And Sixteen Thousand Nine Hundred And Thirty-Three Dollars And Sixty-Seven Cents *** **$116,933.6**

VOID

Pay To
The
Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A. Kelley

Attachment: PR No. 3 FY22-P610-04 CH Pier Expansion (11268 : Approve Payment Request 3 for FY22 Clermont Harbor Expansion)

FOR DEPOSIT ONLY
COMPTON ENGINEERING, INC.
ACCT. NO. 07025454566

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BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST. LOUIS, MS 39520

TheFirst FDIC A NATIONAL BANKING ASSOCIATION
24 HOUR CUSTOMER INFORMATION LINE
1-866-362-6477

Check Date 08/01/2022

099279
85-336/653

Vendor Number 2245

VOID AFTER 90 DAYS FROM ISSUE DAT

*** One Hundred And Sixteen Thousand Nine Hundred And Thirty-Three Dollars And Sixty-Seven Cents ***

$116,933.6[illegible]

Pay To The Order Of
2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A Kelley

AUTHORIZED SIGNATURE

[redacted]

Attachment: PR No. 3 FY22-P610-04 CH Pier Expansion (11268 : Approve Payment Request 3 for FY22 Clermont Harbor Expansion)

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

ENHANCE · PROTECT · CONSERVE

PAYMENT REQUEST FOR THE MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

1. PROJECT NUMBERS	2. PROJECT TITLES	3. TYPE OF PAYMENT REQUEST	
FY22-P610-04	Clermont Harbor Pier Expansion	REIMBURSEMENT	"check" THE APPLICABLE BOX ☐ FINAL ☑ PARTIAL

4. PERIOD COVERED BY THIS REQUEST	5. PAYMENT REQUEST #
FROM: 07/05/2022 TO: 08/01/2022	3

6. RECIPIENT ORGANIZATION		7. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT THAN ITEM 6)	
NAME	Hancock County Board of Super	NAME	Hancock County Board of Super
MAILING ADDRESS	854 Highway 90, Suite A	MAILING ADDRESS	854 Highway 90, Suite A
CITY, STATE & ZIP	Bay St. Louis, MS 39520	CITY, STATE & ZIP	Bay St. Louis, MS 39520

8. FUNDS REQUESTED **DESCRIPTION –** COPIES OF SUPPORTING DOCUMENTS MUST BE ATTACHED TO PAYMENT REQUEST TO PROCESS. LIST DESCRIPTION OF EACH DOCUMENT BELOW. LABEL SUPPORTING DOCUMENTS WITH CORRESPONDING DESCRIPTION LABEL.	TOTAL TIDELANDS TRUST FUND COST	ALL OTHER GRANTS COST	TOTAL COST OF THIS PAYMENT REQUEST
8.1 Preliminary Engineering Services	$ 6,150.00	$	$ 6,150.00
8.2	$	$	$ 0.00
8.3	$	$	$ 0.00
8.4	$	$	$ 0.00
8.5	$	$	$ 0.00
8.6	$	$	$ 0.00
9. TOTAL EXPENDITURES THIS PERIOD	$ 6,150.00	$ 0.00	$ 6,150.00
10. AMOUNT REQUESTED FOR PAYMENT	$ 6,150.00	$	$ 6,150.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DATA CONTAINED AND ATTACHED ON THIS FORM IS CORRECT AND THAT THIS REQUEST REPRESENTS THE AMOUNT DUE AND NOT PREVIOUSLY REQUESTED AND THAT ALL OUTLAYS ARE IN ACCORDANCE WITH THE TIDELANDS TRUST FUND.

Scott Ad — SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

08/15/2022 — DATE REQUEST SUBMITTED

Scotty Adam, Board President — TYPED OR PRINTED NAME AND TITLE

228-467-0172 — TELEPHONE

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

The DMR employees and officers make no representation or warranty, express or implied, or assume any liability or responsibility for the accuracy of the information provided herein by the Payee or any representation as to the completeness or suitability of the project for which reimbursement is being made.

Attachment: Payment Request 3 for FY22 Clermont Harbor Expansion - signed (11268 : Approve Payment Request 3 for FY22 Clermont Harbor

Hancock County FY2022-P610-04
Clermont Harbor Pier Expansion
Payment Request #3

The county requests reimbursement of $6,150.00 of expenditures for preliminary engineering and design for the expansion of the Pier in Clermont Harbor. The engineering services from April through June of 2022 focused on the preliminary design, permitting, and environment review. See the attached expenditures.

Expenditure Report for Payment Request #3

Clermont Harbor	**FY2022-P610-04**	**Clermont Harbor Pier Expansion**						**$ 451,000.00**
LINE ITEM	**Invoice Date**	**Invoice No.**	**Vendor**	**Invoice Amount**	**Check Date**	**Check No.**	**Check Amount**	**Total Balance**
Engineering	8/31/2021	221-076-006-1	CE	$ 900.00	10/4/2021	95076	$ 900.00	$ 450,100.00
	9/30/2021	221-076-006-2	CE	$ 1,800.00	11/1/2021	95372	$ 1,800.00	$ 449,200.00
	10/31/2021	221-076-006-3	CE	$ 1,650.00	12/6/2021	95710	$ 1,650.00	$ 447,550.00
	11/30/2021	221-076-006-4	CE	$ 900.00	1/3/2021	96152	$ 900.00	$ 446,650.00
	12/31/2021	221-076-006-5	CE	$ 5,050.00	2/7/2022	96509	$ 5,050.00	$ 441,600.00
	12/31/2021	221-076-006-6	CE	$ 600.00	3/7/2022	97133	$ 600.00	$ 441,000.00
	2/28/2021	221-076-006-7	CE	$ 1,900.00	4/4/2022	97646	$ 1,900.00	$ 439,100.00
	4/18/2022	221-076-006-8	CE	$ 2,700.00	5/2/2022	98069	$ 2,700.00	$ 436,400.00
	4/28/2022	221-076-006-9	CE	$ 250.00	6/6/2022	98442	$ 250.00	$ 436,150.00
	5/31/2022	221-076-006-10	CE	$ 3,850.00	7/5/2022	98867	$ 3,850.00	$ 432,300.00
	6/30/2022	221-076-006-11	CE	$ 2,300.00	8/1/2022	99279	$ 2,300.00	$ 430,000.00

Attachment: Payment Request 3 for FY22 Clermont Harbor Expansion - signed (11268 : Approve Payment Request 3 for FY22 Clermont Harbor

Attachment: Payment Request 3 for FY22 Clermont Harbor Expansion - signed (11268 : Approve Payment Request 3 for FY22 Clermont Harbor

8.1 Engineering Services

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 221-076.006-10
Date 05/31/2022

Project 221-076.006 PIER EXTENSION TO CLERMONT HARBOR

Period of Service: April 29 - May 26, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,000.00	100.00	3,000.00	3,000.00	0.00
Design	18,000.00	70.00	9,000.00	12,600.00	3,600.00
Construction Phase	23,000.00	0.00	0.00	0.00	0.00
Environmental	5,000.00	80.00	3,750.00	4,000.00	250.00
Total	49,000.00	40.00	15,750.00	19,600.00	3,850.00

Invoice total 3,850.00

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Attachment: Payment Request 3 for FY22 Clermont Harbor Expansion - signed (11268 : Approve Payment Request 3 for FY22 Clermont Harbor

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	98867	07/05/2022	$59,002.31

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
05/31/2022	220-076.005-21	BAYOU LACROIX RD	$80.00
05/30/2022	219-044.001-11	MCLEOD PHASE	$1,250.00
06/20/2022	221-076.008-7	HC ARENA	$1,875.00
05/31/2022	221-076.010-5	PRECAST SPAN	$1,950.00
05/31/2022	220-076.005-20	BAYOU LACROIX RD	$2,880.00
05/31/2022	221-042-10	WASHINGTON ST PIER	$3,280.00
05/31/2022	221-076.006-10	CLERMONT HARBOR PIER	$3,850.00
05/31/2022	219-076.002-35	CRANE CREEK	$4,680.00
05/31/2022	221-044-10	HC BEACHES	$4,875.00
05/31/2022	221-074-8	BEACH STORM REPAIRS	$5,752.88
05/31/2022	221-054-8	RESURFACE LAKESHORE RD	$5,954.23
05/31/2022	221-076.011-10	FAIRGROUNDS	$22,575.20

Check Date
07/05/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Fifty-Nine Thousand And Two Dollars And Thirty-One Cents ***

$59,002.31

Pay To
The
Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

VOID

Timothy A. Kelley

Attachment: Payment Request 3 for FY22 Clermont Harbor Expansion - signed (11268 : Approve Payment Request 3 for FY22 Clermont Harbor

TheFirst FDIC
NATIONAL BANKING ASSOCIATION

Account: PUB CKG 000
Date: 8/10/2022

X _____

FOR DEPOSIT ONLY
COMPTON ENGINEERING, INC.
ACCT. NO. 070254566

☐ CHECK HERE IF MOBILE DEPOSIT

FOR MOBILE DEPOSIT ONLY TO _____
FINANCIAL INSTITUTION

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
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00022-07-06
187070111260002
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HANCOCK COUNTY
BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST. LOUIS, MS 39520

TheFirst FDIC
A NATIONAL BANKING ASSOCIATION
24 HOUR CUSTOMER INFORMATION LINK
1-866-362-6477

Check Date 07/05/2022

098867
85-336/653

Vendor Number 2245

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Fifty-Nine Thousand And Two Dollars And Thirty-One Cents ***

$59,002.31

Security features Details on back

Pay To The Order Of
2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A. Kelley

AUTHORIZED SIGNATURE

[redacted]

Attachment: Payment Request 3 for FY22 Clermont Harbor Expansion - signed (11268 : Approve Payment Request 3 for FY22 Clermont Harbor

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 221-076.006-11
Date 06/30/2022

Project 221-076.006, PIER EXTENSION TO CLERMONT HARBOR

Period of Service: May 27 - June 30, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,000.00	100.00	3,000.00	3,000.00	0.00
Design	18,000.00	80.00	12,600.00	14,400.00	1,800.00
Construction Phase	23,000.00	0.00	0.00	0.00	0.00
Environmental	5,000.00	90.00	4,000.00	4,500.00	500.00
Total	49,000.00	44.69	19,600.00	21,900.00	2,300.00

Invoice total 2,300.00

157-337

Attachment: Payment Request 3 for FY22 Clermont Harbor Expansion - signed (11268 : Approve Payment Request 3 for FY22 Clermont Harbor

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	99279	08/01/2022	$116,933.67

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
06/30/2022	219-044.001-12	MCLOED PHASE II	$1,250.00
06/08/2022	222-010.004-1	ROW LOWER BAY RD	$1,260.00
06/30/2022	221-076.006-11	CLERMONT HARBOR PIER	$2,300.00
06/30/2022	221-044-11	HC BEACH	$4,875.00
06/30/2022	221-042-11	WASHINGTON ST PIER	$5,280.00
07/08/2022	221-054-9	RESURFACE LAKESHORE RD	$5,322.21
07/13/2022	221-074-9	beach blvd storm repairs	$7,009.26
06/30/2022	221-030-10	CRAZY HORSE	$8,000.00
06/30/2022	221-076.007-9	renourishment of hancock county beaches	$23,000.00
06/30/2022	221-076.011-11	FAIRGROUNDS DEVELOP	$27,000.00
06/30/2022	212-033-31	STATE AID KILN-DELISLE BRIDGE	$31,637.20

Check Date
08/01/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DATE

*** One Hundred And Sixteen Thousand Nine Hundred And Thirty-Three Dollars And Sixty-Seven Cents *** **$116,933.67**

Pay To
The
Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

VOID

Timothy A. Kelley

Attachment: Payment Request 3 for FY22 Clermont Harbor Expansion - signed (11268 : Approve Payment Request 3 for FY22 Clermont Harbor

TheFirst FCBC

Account: PUB CKG 000
Date: 8/10/2022

FOR DEPOSIT ONLY
COMPTON ENGINEERING, INC.
ACCT. NO. 070254566

☐ CHECK HERE IF MOBILE DEPOSIT

FOR MOBILE DEPOSIT ONLY TO _____ FINANCIAL INSTITUTION

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*

X _____

00022-08-02
214070081650004
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HANCOCK COUNTY
BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST. LOUIS, MS 39520

TheFirst FCBC
A NATIONAL BANKING ASSOCIATION
24 HOUR CUSTOMER INFORMATION LINE
1-866-362-6477

Check Date 08/01/2022

099279
85-336/653

Vendor Number 2245

VOID AFTER 90 DAYS FROM ISSUE DATE

*** One Hundred And Sixteen Thousand Nine Hundred And Thirty-Three Dollars And Sixty-Seven Cents ***

$116,933.67

Pay To The Order Of
2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A Kelley

AUTHORIZED SIGNATURE

[redacted]

Security Features Details

Attachment: Payment Request 3 for FY22 Clermont Harbor Expansion - signed (11268 : Approve Payment Request 3 for FY22 Clermont Harbor

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Amended Application for FY23

Project Number: FY23

PROJECT SUMMARY

red outlines indicate required fields

1. Title of Project:
McLeod Park Bulkhead Improvements

2. Location of Project:
Hancock County McLeod Park at Jourdan River
McLeod Park
8100 Texas Flat Road
Kiln, MS 39556

3. Requesting Agency:
Hancock County Board of Supervisors

4. Requesting Agency Representative:

a. Name: Scotty Adam, Board President
b. Phone: 228-467-0172
c. Fax: 228-467-5994
d. Address: 854 Hwy 90 Bay St. Louis, MS 39520
e. Email: scotty.adam@co.hancock.ms

5. Project Manager:

a. Name: Scotty Adam, Supervisor District 4
b. Phone: 228-467-0172
c. Fax: 228-467-5994
d. Address: 854 Hwy 90 Bay St. Louis, MS 39520
e. Email: scotty.adam@co.hancock.ms

6. Funding Requested:
$ 400,000.00

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:
$ 400,000.00

Attachment: FY2023-McLeod Park Bulkhead Improvements-Amended FY23 Application-$400,000 (11269 : Approve Amended Application for

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Amended Application for FY23

Project Number: FY23

PROJECT SUMMARY

10. Provide Brief Project Description/Overview:

Hancock County proposes to reinforce the bank of the Jourdan River at a bend in the river on the west side of the new RV Campsites. The county estimates approximately 1,600 feet of the bulkhead is needed to help protect the RV campsite investment and to prevent further erosion that was caused by the heavy rain and flood season in 2020. Maintaining nature-based tourism opportunities and public access to the Jourdan River is critical for McLeod Park to serve the demand for camping by the river. If funding remains, after bulkhead construction, the county will support the completion of the dock and launch improvements and begin the bulkhead-boardwalk improvements at Jimmy Lake.

11. LIST Project Goals/Objectives:

1) Improve and maintain public access on Jourdan River at McLeod Park
2) Reduce erosion adjacent to the new RV campsites
3) Reinforce river bank adjacent to new RV campsites
3) Reinforce river bank at Jimmy Lake to support bulkhead/boardwalk
4) Improve and enhance docking and launch facilities
5) Improve overall quality of site for public access
6) Attract visitors and maintain tourism opportunities.

12. LIST Project Benefits:

Maintain and improve public access
Limit erosion at the river's bend
Reinforce river bank
Continue to serve the RV Camping demand
Improve and expand docking space

Attachment: FY2023-McLeod Park Bulkhead Improvements-Amended FY23 Application-$400,000 (11269 : Approve Amended Application for

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Amended Application for FY23

Project Number: FY23

PROJECT SUMMARY

13. LIST Project Tasks:

1. Award of Tidelands Trust Funds by the Mississippi Legislature.
2. Procure project engineer
3. Preliminary engineering and design work.
4. Apply for Joint Application & Notification Permit.
5. Bid project.
6. Award the construction bids.
7. Monitor and supervise the construction and installation of the project.
8. Inspect the completed project.
10. Complete the final accounting documentation of the project

14. Project Timetable/Milestones:

A. Award of Tidelands Trust Funds - November 2022
B. Formal authorization by the Hancock County Board of Supervisors – December 2022
C. Procure Engineer - February 2023
D. Initiate Design and Environmental Review Process – March 2023
D. Complete Design and acquire necessary permits – July 2023
E. Advertise for bids – August 2023
F. Award the Contract – October 2023
G. Complete Construction – April 2024
I. Complete Final inspection of accounting – June 2024

15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: ***(type N/A if not applicable)***

2012, 2014, 2015, 2017, 2019, 2020

16. Project Timing:

☑ **Short-term (3 years or less)** ☐ **Deferred/long-term (3 – 5 years)**

Attachment: FY2023-McLeod Park Bulkhead Improvements-Amended FY23 Application-$400,000 (11269 : Approve Amended Application for

ENHANCE ★ PROTECT ★ CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Amended Application for FY 23

Project Number: FY23

APPLICATION SUMMARY QUESTIONNAIRE

17. Is this a Multi-Phase Project? ☐ Yes ☑ No

18. Is any part of this project located on private property? ☐ Yes ☑ No

19. Is there an existing lease between the requesting agency and property owner? ☐ Yes ☑ No

20. If required, are the plans approved by the DMR Permitting Office? ☐ Yes ☑ No

21. Will this project enhance an existing water-dependent activity? ☑ Yes ☐ No
Identify the activity:

The proposed primary project will enhance fishing from the river bank. If funding is available for the secondary proposed project, it enhance boating and fishing from the launch, docks and boardwalk.

22. Does this project coordinate with other existing or planned projects? ☑ Yes ☐ No
Identify the project(s):

The project complies with McLeod Park Master Plan and is consistent with the County's Greenways Plan.

23. Will this project involve impacting, filling, or dredging coastal wetlands? ☑ Yes ☐ No
If yes, what acreage: Approximately .40 acres.

24. Identify the constituency or interest group(s) which this project will serve:

The project will serve the general public especially those who enjoy boating, kayaking, fishing, and camping.

25. Identify the service that this project will provide to the group(s) identified in 24:

Once complete, the public improvements will maintain camping opportunities to serve the public who enjoy the river -camping, fishing, boating, canoeing, kayaking, etc.

Attachment: FY2023-McLeod Park Bulkhead Improvements-Amended FY23 Application-$400,000 (11269 : Approve Amended Application for

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Amended Application for FY23

Project Number: FY23

APPLICATION SUMMARY QUESTIONNAIRE

26. Project Category:
(more than one may apply)

- [ ] Conservation
- [ ] Reclamation
- [ ] Preservation
- [ ] Acquisition
- [ ] Education
- [x] Public Access
- [x] Public Improvement
- [x] Other (Identify)

erosion control

27. Current status of architectural/ engineering pans & specifications for this project (if applicable): (check one from each group)

Group 1:
- [ ] Completed
- [ ] In Progress
- [ ] Ready to Bid
- [x] Other (identify)

County will procure engineer

Group 2:
- [ ] Paid for
- [ ] Funds budgeted
- [x] Funds not budgeted

28. Categorize the benefits from 12:

- [ ] Environmental
- [x] Economic
- [x] Safety
- [x] Public
- [ ] Other (identify)

29. Have other State or Federal funding sources been identified for the project?

- [ ] Yes
- [x] No

If yes, identify:

30. In what way does this project meet the goals and objectives of the Department of Marine Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and providing public access to tidelands affected areas?

The project meets MS DMR goals and objectives by improving public access and by providing public improvement to a popular location.

Attachment: FY2023-McLeod Park Bulkhead Improvements-Amended FY23 Application-$400,000 (11269 : Approve Amended Application for

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Amended Application for FY23

Project Number: FY23

APPLICATION SUMMARY

31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

Brought on by the repetitive inclement weather last summer and fall-the County proposes to sustain nature-based tourism opportunities by maintaining public access in McLeod Park at the Jourdan River. The project includes building and installing approximately 1,600 LF of bulkhead to protect the shoreline in a bend of the river located on the west side of a new RV campsite. The river's shoreline was eroded significantly in the project location after repetitive storms drenched the county in 2020. The river flooded its banks 5 times this past year. The county is concerned that the erosion may eventually breach into Jimmy Lake potentially damaging the new RV campsites.

Protecting the County's investment is critical to maintaining the Park's regional competitiveness and providing an improved experience for campers who enjoy the river. The new bulkhead will also protect the unique peninsula-shaped location of the park where campers are surrounded by the Jourdan River on three sides. See the attached map.

Once the bulkhead is complete. Locals and visitors will continue to visit friends and family at their premier location to camp while accessing riverine activities like boating, fishing, kayaking, and nature observation. If funding remains, after the bulkhead is installed, the county proposes to support improvements at Jimmy Lake by supporting the launch and dock expansion or beginning construction of a bulkhead-boardwalk along the south shoreline.

Attachment: FY2023-McLeod Park Bulkhead Improvements-Amended FY23 Application-$400,000 (11269 : Approve Amended Application for

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Amended Application for FY 23

Project Number: FY23

APPLICATION SUMMARY

32. Estimated number of years to completion: 18 months

33. Estimated Completion Date: June 2024

34. Prioritize if your agency has submitted multiple projects

First Priority

35. SIGNATURES

Project Manager:

Signature	Date

Requesting Agency Representative:

Signature	Date

36. Attach project schematics or drawings as appropriate

CLICK TO SUBMIT FORM TO tidelandsapp@dmr.ms.gov

Attachment: FY2023-McLeod Park Bulkhead Improvements-Amended FY23 Application-$400,000 (11269 : Approve Amended Application for

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Amended Application for FY23

Project Number: FY23

BUDGET

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						$ 0.00
Travel						$ 0.00
Architecture & Engineering	40000	30000				$ 70,000.00
Legal						$ 0.00
Consulting						$ 0.00
Construction	200000	130000				$ 330,000.00
Site Work						$ 0.00
Equipment						$ 0.00
Land Acquisition						$ 0.00
Indirects						$ 0.00
Other						$ 0.00
Total	$ 240,000.00	$ 160,000.00	$ 0.00	$ 0.00	$ 0.00	$ 400,000.00

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Tidelands Funding Reallocated (Project #:_____, Year_____						$ 0.00
Tidelands Funding Awarded						$ 0.00
Federal Grants Funding						$ 0.00
FEMA Funding						$ 0.00
MEMA Funding						$ 0.00
CDBG Funding						$ 0.00
In-Kind Donations						$ 0.00
Other						$ 0.00
Total	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Instructions:

1. If project will be completed in one year, complete only the "**Year 1**" budget column.
2. If project will be completed in two years, complete "**Year 1**" and "**Year 2**" columns.
3. Follow the same process as above for "**Year 3**", "**Year 4**", and "**Year 5**", if project will not be completed for 5 years.

Attachment: FY2023-McLeod Park Bulkhead Improvements-Amended FY23 Application-$400,000 (11269 : Approve Amended Application for

ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Amended Application for FY23

Project Number: FY23

PROJECT SUMMARY

1. Title of Project: *red outlines indicate required fields*

McLeod Park Bulkhead Improvements

2. Location of Project:

Hancock County McLeod Park at Jourdan River
McLeod Park
8100 Texas Flat Road
Kiln, MS 39556

3. Requesting Agency:

Hancock County Board of Supervisors

4. Requesting Agency Representative:

a. Name: Scotty Adam, Board President

b. Phone: 228-467-0172

c. Fax: 228-467-5994

d. Address: 854 Hwy 90 Bay St. Louis, MS 39520

e. Email: scotty.adam@co.hancock.ms

5. Project Manager:

a. Name: Scotty Adam, Supervisor District 4

b. Phone: 228-467-0172

c. Fax: 228-467-5994

d. Address: 854 Hwy 90 Bay St. Louis, MS 39520

e. Email: scotty.adam@co.hancock.ms

6. Funding Requested:

$ 400,000.00

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

$ 400,000.00

Attachment: FY23 McLeod Park Bulkhead Improvements - signed (11269 : Approve Amended Application for FY23 McLeod Park Bulkhead)

ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Amended Application for FY23

Project Number: FY23

PROJECT SUMMARY

10. Provide Brief Project Description/Overview:

Hancock County proposes to reinforce the bank of the Jourdan River at a bend in the river on the west side of the new RV Campsites. The county estimates approximately 1,600 feet of the bulkhead is needed to help protect the RV campsite investment and to prevent further erosion that was caused by the heavy rain and flood season in 2020. Maintaining nature-based tourism opportunities and public access to the Jourdan River is critical for McLeod Park to serve the demand for camping by the river. If funding remains, after bulkhead construction, the county will support the completion of the dock and launch improvements and begin the bulkhead-boardwalk improvements at Jimmy Lake.

11. LIST Project Goals/Objectives:

1) Improve and maintain public access on Jourdan River at McLeod Park
2) Reduce erosion adjacent to the new RV campsites
3) Reinforce river bank adjacent to new RV campsites
3) Reinforce river bank at Jimmy Lake to support bulkhead/boardwalk
4) Improve and enhance docking and launch facilities
5) Improve overall quality of site for public access
6) Attract visitors and maintain tourism opportunities.

12. LIST Project Benefits:

Maintain and improve public access
Limit erosion at the river's bend
Reinforce river bank
Continue to serve the RV Camping demand
Improve and expand docking space

Attachment: FY23 McLeod Park Bulkhead Improvements - signed (11269 : Approve Amended Application for FY23 McLeod Park Bulkhead)

ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Amended Application for FY23

Project Number: FY23

PROJECT SUMMARY

13. LIST Project Tasks:

1. Award of Tidelands Trust Funds by the Mississippi Legislature.
2. Procure project engineer
3. Preliminary engineering and design work.
4. Apply for Joint Application & Notification Permit.
5. Bid project.
6. Award the construction bids.
7. Monitor and supervise the construction and installation of the project.
8. Inspect the completed project.
10. Complete the final accounting documentation of the project

14. Project Timetable/Milestones:

A. Award of Tidelands Trust Funds - November 2022
B. Formal authorization by the Hancock County Board of Supervisors – December 2022
C. Procure Engineer - February 2023
D. Initiate Design and Environmental Review Process – March 2023
D. Complete Design and acquire necessary permits – July 2023
E. Advertise for bids – August 2023
F. Award the Contract – October 2023
G. Complete Construction – April 2024
I. Complete Final inspection of accounting – June 2024

15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: *(type N/A if not applicable)*

2012, 2014, 2015, 2017, 2019, 2020

16. Project Timing:

☑ **Short-term (3 years or less)** ☐ **Deferred/long-term (3 – 5 years)**

Attachment: FY23 McLeod Park Bulkhead Improvements - signed (11269 : Approve Amended Application for FY23 McLeod Park Bulkhead)

ENHANCE · PROTECT · CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Amended Application for FY23

Project Number: FY23

APPLICATION SUMMARY QUESTIONNAIRE

17. Is this a Multi-Phase Project? ☐ Yes ☑ No

18. Is any part of this project located on private property? ☐ Yes ☑ No

19. Is there an existing lease between the requesting agency and property owner? ☐ Yes ☑ No

20. If required, are the plans approved by the DMR Permitting Office? ☐ Yes ☑ No

21. Will this project enhance an existing water-dependent activity? ☑ Yes ☐ No
Identify the activity:

The proposed primary project will enhance fishing from the river bank. If funding is available for the secondary proposed project, it enhance boating and fishing from the launch, docks and boardwalk.

22. Does this project coordinate with other existing or planned projects? ☑ Yes ☐ No
Identify the project(s):

The project complies with McLeod Park Master Plan and is consistent with the County's Greenways Plan.

23. Will this project involve impacting, filling, or dredging coastal wetlands? ☑ Yes ☐ No
If yes, what acreage: Approximately .40 acres.

24. Identify the constituency or interest group(s) which this project will serve:

The project will serve the general public especially those who enjoy boating, kayaking, fishing, and camping.

25. Identify the service that this project will provide to the group(s) identified in 24:

Once complete, the public improvements will maintain camping opportunities to serve the public who enjoy the river -camping, fishing, boating, canoeing, kayaking, etc.

Attachment: FY23 McLeod Park Bulkhead Improvements - signed (11269 : Approve Amended Application for FY23 McLeod Park Bulkhead)

ENHANCE · PROTECT · CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Amended Application for FY23

Project Number: FY23

APPLICATION SUMMARY QUESTIONNAIRE

26. Project Category:
(more than one may apply)

- [ ] Conservation
- [ ] Reclamation
- [ ] Preservation
- [ ] Acquisition
- [ ] Education
- [x] Public Access
- [x] Public Improvement
- [x] Other (Identify)

erosion control

27. Current status of architectural/ engineering pans & specifications for this project (if applicable): (check one from each group)

Group 1:
- [ ] Completed
- [ ] In Progress
- [ ] Ready to Bid
- [x] Other (identify)

County will procure engineer

Group 2:
- [ ] Paid for
- [ ] Funds budgeted
- [x] Funds not budgeted

28. Categorize the benefits from 12:

- [ ] Environmental
- [x] Economic
- [x] Safety
- [x] Public
- [ ] Other (identify)

29. Have other State or Federal funding sources been identified for the project?

- [ ] Yes
- [x] No

If yes, identify:

30. In what way does this project meet the goals and objectives of the Department of Marine Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and providing public access to tidelands affected areas?

The project meets MS DMR goals and objectives by improving public access and by providing public improvement to a popular location.

Attachment: FY23 McLeod Park Bulkhead Improvements - signed (11269 : Approve Amended Application for FY23 McLeod Park Bulkhead)

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Amended Application for FY23

Project Number: FY23

APPLICATION SUMMARY

31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

Brought on by the repetitive inclement weather last summer and fall-the County proposes to sustain nature-based tourism opportunities by maintaining public access in McLeod Park at the Jourdan River. The project includes building and installing approximately 1,600 LF of bulkhead to protect the shoreline in a bend of the river located on the west side of a new RV campsite. The river's shoreline was eroded significantly in the project location after repetitive storms drenched the county in 2020. The river flooded its banks 5 times this past year. The county is concerned that the erosion may eventually breach into Jimmy Lake potentially damaging the new RV campsites.

Protecting the County's investment is critical to maintaining the Park's regional competitiveness and providing an improved experience for campers who enjoy the river. The new bulkhead will also protect the unique peninsula-shaped location of the park where campers are surrounded by the Jourdan River on three sides. See the attached map.

Once the bulkhead is complete. Locals and visitors will continue to visit friends and family at their premier location to camp while accessing riverine activities like boating, fishing, kayaking, and nature observation. If funding remains, after the bulkhead is installed, the county proposes to support improvements at Jimmy Lake by supporting the launch and dock expansion or beginning construction of a bulkhead-boardwalk along the south shoreline.

Attachment: FY23 McLeod Park Bulkhead Improvements - signed (11269 : Approve Amended Application for FY23 McLeod Park Bulkhead)

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Amended Application for FY 23

Project Number: FY23

APPLICATION SUMMARY

32. Estimated number of years to completion: 18 months

33. Estimated Completion Date: June 2024

34. Prioritize if your agency has submitted multiple projects

First Priority

35. SIGNATURES

Project Manager: Signature — Date: 8/15/2022

Requesting Agency Representative: Signature — Date: 8/15/2022

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

36. Attach project schematics or drawings as appropriate

CLICK TO SUBMIT FORM TO tidelandsapp@dmr.ms.gov

Attachment: FY23 McLeod Park Bulkhead Improvements - signed (11269 : Approve Amended Application for FY23 McLeod Park Bulkhead)

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Amended Application for FY23

Project Number: FY23

BUDGET

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						$ 0.00
Travel						$ 0.00
Architecture & Engineering	40000	30000				$ 70,000.00
Legal						$ 0.00
Consulting						$ 0.00
Construction	200000	130000				$ 330,000.00
Site Work						$ 0.00
Equipment						$ 0.00
Land Acquisition						$ 0.00
Indirects						$ 0.00
Other						$ 0.00
Total	$ 240,000.00	$ 160,000.00	$ 0.00	$ 0.00	$ 0.00	$ 400,000.00

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Tidelands Funding Reallocated (Project #:_____, Year_____						$ 0.00
Tidelands Funding Awarded						$ 0.00
Federal Grants Funding						$ 0.00
FEMA Funding						$ 0.00
MEMA Funding						$ 0.00
CDBG Funding						$ 0.00
In-Kind Donations						$ 0.00
Other						$ 0.00
Total	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Instructions:

1. If project will be completed in one year, complete only the "**Year 1**" budget column.
2. If project will be completed in two years, complete "**Year 1**" and "**Year 2**" columns.
3. Follow the same process as above for "**Year 3**", "**Year 4**", and "**Year 5**", if project will not be completed for 5 years.

Attachment: FY23 McLeod Park Bulkhead Improvements - signed (11269 : Approve Amended Application for FY23 McLeod Park Bulkhead)

Mississippi Department of Public Safety

Office of Homeland Security

Quarterly Programmatic Report

Date Received by MOHS: _____

Date:	7/25/2022
Grant Award Number:	20ES23
Funding Source:	
Organization:	HANCOCK COUNTY BOARD OF SUPERVISORS
Project Manager:	JASON BANS
Telephone:	228-467-0172
Email:	jason.bans@co.hancock.ms.us

Please check the box of the quarterly reporting period and fill in the year

☐ **Oct 1 - Dec 31**	
☑ **Jan 1 - Mar 31**	
☐ **Apr 1 - Jun 30**	
☐ **Jul 1 - Sep 30**	
Is this a FINAL/CLOSE OUT report for this grant?	☐ Yes ☑ No
If yes, enter the amount of unspent funds being returned to MOHS:	
If yes, is the Property Control Form attached? (If applicable)	☐ Yes ☐ No

Attachment: Q1 2022 Report (11221 : Spread reports for 20ES23 Cyber Security Grant)

Revised 6/15/18

Mississippi Department of Public Safety

Office of Homeland Security

1. What percentage of funds have been encumbered or expended to date?	54%

2. List milestones from your approved application and give a status update toward achievement of each milestone.

Milestone #1:	**Status #1:**
Procure Equipment	Procured & Encumbered 1st order. Still have more to procure/order.
Milestone #2:	**Status #2:**
Install Hardware	Order hasn't been received
Milestone #3:	**Status #3:**
Run/Test Operations	Order hasn't been received
Milestone #4:	**Status #4:**
Implement Equipment	Order hasn't been received

3. Do you anticipate any changes/modifications to the original objectives? If yes, will these changes/modifications prevent your jurisdiction from completing this project within the approved grant performance period?	No.

Attachment: Q1 2022 Report (11221 : Spread reports for 20ES23 Cyber Security Grant)

Mississippi Department of Public Safety

Office of Homeland Security

4. List any jurisdictional changes for authorized persons involved in completing this project. This would include Project/Program Managers, Finance Staff, etc.	**None**
5. Grant Funded Training/Exercise:	**(Please complete this section if applicable)**
5. A. List the number of employees who have completed NIMS training, including the course number.	**Course #** N/A
5. B. Describe any approved preparedness exercises that your jurisdiction held during the reporting period. Confirm that your agency has utilized the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) toolkit. If applicable, please visit the HSEEP toolkit link https://hseep.dhs.gov/pages/1001_HSEEP7.aspx.	N/A
5. C. Describe any other approved training undertaken by your jurisdictional staff during the reporting period. Confirm your agency utilized the training approval procedure and request form.	N/A
5. D. Describe in detail how any approved training conducted using HSGP funds addresses a performance gap.	N/A

For MOHS Use Only

Grants Reporting Officer signature:	
Date:	
Comments:	

Attachment: Q1 2022 Report (11221 : Spread reports for 20ES23 Cyber Security Grant)

Revised 6/15/18

Mississippi Department of Public Safety

Office of Homeland Security

Quarterly Programmatic Report

Date Received by MOHS: _____

Date:	7/25/2022
Grant Award Number:	20ES23
Funding Source:	
Organization:	HANCOCK COUNTY BOARD OF SUPERVISORS
Project Manager:	JASON BANS
Telephone:	228-467-0172
Email:	jason.bans@co.hancock.ms.us

Please check the box of the quarterly reporting period and fill in the year

☐ **Oct 1 - Dec 31**	
☐ **Jan 1 - Mar 31**	
☑ **Apr 1 - Jun 30**	
☐ **Jul 1 - Sep 30**	

Is this a FINAL/CLOSE OUT report for this grant? ☐Yes ☐No

If yes, enter the amount of unspent funds being returned to MOHS:

If yes, is the Property Control Form attached? (If applicable) ☐Yes ☐No

Attachment: Q2 2022 Report (11221 : Spread reports for 20ES23 Cyber Security Grant)

Revised 6/15/18

Mississippi Department of Public Safety

Office of Homeland Security

1. What percentage of funds have been encumbered or expended to date?	88%

2. List milestones from your approved application and give a status update toward achievement of each milestone.

Milestone #1:	**Status #1:**
Procure Equipment	Software has been procured and received. .
Milestone #2:	**Status #2:**
Install Hardware	Software is deployed and testing has begun.
Milestone #3:	**Status #3:**
Run/Test Operations	Testing has began
Milestone #4:	**Status #4:**
Implement Equipment	Software is deployed and operational on 95% of workstations

3. Do you anticipate any changes/modifications to the original objectives? If yes, will these changes/modifications prevent your jurisdiction from completing this project within the approved grant performance period?	No changes or modifications.

Attachment: Q2 2022 Report (11221 : Spread reports for 20ES23 Cyber Security Grant)

Mississippi Department of Public Safety

Office of Homeland Security

4. List any jurisdictional changes for authorized persons involved in completing this project. This would include Project/Program Managers, Finance Staff, etc.	**None**
5. Grant Funded Training/Exercise:	**(Please complete this section if applicable)**
5. A. List the number of employees who have completed NIMS training, including the course number.	**Course #** N/A
5. B. Describe any approved preparedness exercises that your jurisdiction held during the reporting period. Confirm that your agency has utilized the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) toolkit. If applicable, please visit the HSEEP toolkit link https://hseep.dhs.gov/pages/1001_HSEEP7.aspx.	N/A
5. C. Describe any other approved training undertaken by your jurisdictional staff during the reporting period. Confirm your agency utilized the training approval procedure and request form.	N/A
5. D. Describe in detail how any approved training conducted using HSGP funds addresses a performance gap.	N/A

For MOHS Use Only

Grants Reporting Officer signature:	
Date:	
Comments:	

Attachment: Q2 2022 Report (11221 : Spread reports for 20ES23 Cyber Security Grant)

Mississippi Department of Public Safety

Office of Homeland Security

PROGRESS REPORT
BSIR INFORMATION REQUEST FORM

Date: 7/28/2022

Project Manager: Jason Bans

Sub grantee: Hancock County Circuit Clerk

Grant Award Number: 20ES23

Phone: 228-467-0172 **Email:** jbans@co.hancock.ms.us

Award Period: Please Check

☑ January/March ☐ April/June

☐ July/September ☐ October/December

Project Title: FY20 Homeland Security Grant Program

Project Type: Cyber-Security Election Initiative

Project Zip Code: 39576

Project Description: Develop and improve capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.

Award Amount: $30,000.00

Amount Expended: $0.00

Investment Supported: Check One

- ☐ Homeland Security Specialized Response Teams
- ☑ Community Level Homeland Security Preparedness
- ☐ Strengthening Information Sharing & Collaboration Capabilities
- ☐ NIMS

Does this project support a Previously Awarded Investment? ☐ Yes ☑ No

Attachment: Q1 2022 Progress Report (11221 : Spread reports for 20ES23 Cyber Security Grant)

Revised 6/15/18

Mississippi Department of Public Safety
Office of Homeland Security

Primary Core Capability: Circle One

Environmental Response/Health and Safety
Interdiction and Disruption
Operational Communications
Access Control and Identity Verification
Fatality Management Services
Intelligence and Information Sharing
Long-term Vulnerability Reduction
Physical Protective Measures
Public Health and Medical Services
Rick and Disaster Resilience Assessment
Housing
Infrastructure Systems
Risk Management for Protection Programs and Activities
Screening, Search, and Detection

Supply Chain Integrity and Security
Economic Recovery
Natural and Cultural Resources
Situational Assessment
Threats and Hazard Identification
Cybersecurity
Mass Care Services
Mass Search and Rescue Operations
On-Scene Security and Protection
Operational Coordination
Planning
Critical Transportation
Forensics and Attribution
Health and Social Services
Public and Private Services and Resources
Public Information and Warning

Capabilities Building: (Check One) ☑ Sustain ☐ Build
Deployable: (Check One) ☑ Yes ☐ No
Shareable: (Check One) ☐ Yes ☑ No

Project Status: (Check One)

☐ Not started ☐ Behind Schedule ☐ Complete
☑ On Schedule ☐ Ahead of Schedule ☐ Cancelled

Start Date (mm/dd/yyyy): 02/01/2022
End Date (mm/dd/yyyy): 08/01/2022

Does this project require new construction, renovation, retrofitting or modifications of existing structure? ☐ Yes ☑ No (Check One)

Attachment: Q1 2022 Progress Report (11221 : Spread reports for 20ES23 Cyber Security Grant)

Mississippi Department of Public Safety

Office of Homeland Security

MILESTONE AND NIMS TYPING

Milestone (Type Below)	Milestone Complete
Procuring Equipment began in February. Submitted order in March.	☑ Yes ☐ No

Does this project support a NIMS typed Resource? ☐ Yes ☑ No

Project Title - Will present details of the project user. The title of the project

Project Type - The type of project. Examples include: Establish/enhance Citizen Corps Councils, Establish/enhance cyber security program, and Establish/enhance emergency operations center.

Project Description - The project description field allows the user to enter a statement up to a maximum of 1000 characters describing the details surrounding the project.

Attachment: Q1 2022 Progress Report (11221 : Spread reports for 20ES23 Cyber Security Grant)

Hancock County School District

Teresa V. Merwin
Superintendent of Education

August 5, 2022

Hancock County Board of Supervisors
854 Hwy 90 Suite A
Bay St. Louis, MS 39520

Dear Board Members:

I am requesting approval for the following 16th section land matters that were approved at the June 27th, 2022 regularly scheduled meeting.

ADDENDUMS

- **Diniah Nicholson – Residential** – Section 16-9S-16W – Parcel # 185F-1-16-003.000 Lessee is adding son James J. Nicholson (42yrs) for assignment of lease in case of illness or death. Exhibit (A) Written request (B) Data Change Sheet

AMENDMENTS

- **Ryan Peterson - Commercial** - Section 16-5S-14W- Parcel #0415-0-16-002.005 (4.85 acres)- Storage Units. 16th yr anniversary reappraisal has increased payment to **$5712.33** per year for the next eight years. See attached Exhibits (A) Tax Certificate, (B) Data Change Sheet
- **Deana & Danny Garretti – Residential** – Section 24-6S-16W – Parcel#036-0-24-021.000 (5acres) 8th yr appraisal has increased payment to **$2257.50** per year for the next eight years. Exhibits (A) Tax Certificate (B) Data Change Sheet

NEW LEASE

- **Matt Whitten - Residential** – Section 16-6S-14W-Parcel# 055-0-16-001.000 (1 acre) Effective 7/1/2022 for 25 years with an annual payment each year of **$510.00**. Exhibit (A) Tax Certificate
- **Hancock County Board of Supervisors – Recreational** – Section 29-5S-15W – Parcel# 029-0-29-006.000, Leetown Ballpark, 10 yr lease beginning July 10, 2022,- July 9, 2032, with an annual payment of **$2125.05** due on or before July 10th of each year. Exhibit (A) Tax Certificate (B) Data Change Sheet
- **Reinhard Schuster – Hunting & Fishing** - Section 29-5S-15W-Parcel# 029-0-29-006.003 (42.8 acres) Only one bid by present lessee. Effective August 1st, 2022 for one year after which the state has recommended reclassification as population has increased in surrounding areas. The winning bid was $12.50 per acre with at total payment of **$535.00**.

If you have any questions, please contact me at (228) 255-0376.

Sincerely,

Regina C. Moran

Regina C. Moran
Sixteenth Section Land Manager

/rm Attachments

Attachment: Hancock County School District Correspondence (11270 : Approve and authorize Board President to sign HCSD 16th Section Land

Book: 18
Pg : 369

8.K.1.b

ADDENDUM TO RESIDENTIAL LEASE CONTRACT
OF 16TH SECTION LANDS

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

THIS ADDENDUM to a Residential Lease Contract of 16th Section Lands, made and entered into by and between the Hancock County Board of Education (hereinafter referred to as "Lessor") D (hereinafter referred to as "Lessee") on the 2nd day of March, 2020.

WITNESSETH:

WHEREAS, the party hereto has previously entered into a Residential Lease Contract on 16th Section Lands (16-9S-16W), in Hancock County, Mississippi, , said lease being recorded in Deed Book 2020 Page(s) 6423 of the records of the Chancery Clerk of Hancock County, Mississippi;

WHEREAS, Mrs. Diniah Nicholson request the amendment of said lease to add son James J. Nicholson to the present lease in case of emergency and/or succession.

Please refer to (A) Written request, (B), Data Change Sheet, attached hereto and incorporated herein by reference for all purposes.

All further provisions of this Residential Lease Contract which are not amended by the terms hereof, shall be and remain in full force and effect.

IN WITNESS WHEREOF, this Addendum is executed by Lessor and pursuant to order entered upon its minutes, and is executed by Lessee, this the

27th day of June, 2022.

Additional Lessee

Diniah Nicholson, Present Lessee

Superintendent of Education

Board of Education President

PERSONNALLY APPEARED BEFORE ME, the undersigned authority at law in and for the above named county and state, the within named Teresa Merwin, Jennifer Seal, SUPERINTENDENT OF EDUCATION and BOARD OF EDUCATION PRESIDENT, and Diniah Nicholson, LESSEE, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and date therein stated, in the capacity therein set forth, and after having been authorized so to do.

Given under my hand and official seal on this the 27th day of June, 2022.

(SEAL)

NOTARY PUBLIC
Hancock County
Commission Expires
October 22, 2025
COMMISSION NUMBER
STATE OF MISSISSIPPI
REGINA C. MORAN

Regina C. Moran
Notary Public

WITNESS MY [illegible] this the _____ day of _____, 2022.

Hancock County Board of Supervisors

BY: _____
Scotty Adams, President

Attachment: Diniah Nicholson - Residential - Parcel #185F-1-16-003.000 - Addendum (11270 : Approve and authorize Board President to sign HCSD 16th Section Land matters)

6/13/2022

To whom it may concern:

I would like to add my son James J. Nicholson to my lease in case of emergency or succession.

Diniah Nicholson
6/13/22

Meeting on 6/27/2022

Exhibit"A"

Attachment: Diniah Nicholson - Residential - Parcel #185F-1-16-003.000 - Addendum (11270 : Approve

DATA PROCESSING CHANGE SHEET

SECRETARY OF STATE — **16TH SECTION LANDS**

School District Number	School District Name	
2300	HANCOCK COUNTY SCHOOL DISTRICT	
Form prepared by	**Telephone**	**Fax**
REGINA MORAN	(228) 255-0376	(228) 255-0378

Reason For Change

- [ ] New lease/no existing lease
- [ ] Lease expired/delete lease record
- [ ] Lease expired/replace with new lease
- [x] Other adding son
- [ ] Lease assigned
- [ ] Lease amended
- [ ] Rent adjusted

Date of Appraisal 10 / 21 / 2019
Fair Market Value of Land $ 5360.00
Appraised Rental Amount $ 160.80

	Current or Expired Lease	New Lease or Change in Current Lease
Lease Number	6583	
State Lease Number		
Board Lease Number	6583	
Section/Township/Range	16, T 9 S, R 15 W	____, T____ ____, R ____ ____
Book/Page	Book _____ Page _____	Book _____ Page _____
Lease Type	[x] Surface [ ] Mineral	[ ] Surface [ ] Mineral
Land Classification	AGR CAT COM FRS FST IND OTH REC (RES) SCH; O G S C CGS NA X	AGR CAT COM FRS FST IND OTH REC RES SCH; O G S C CGS NA X
Land Sub-Classification	H (Forest land only) E R	H (Forest land only) E R
Number of Acres in Lease	.5 Acres	.5 Acres
Date of Change in Lease		6 / 27 / 2022
Beginning/Ending Date of Lease	Beginning Date 3 / 2 / 2020 — Ending Date 3 / 1 / 2045	Beginning Date ___/___/___ — Ending Date ___/___/___
Term of Lease	25 year(s)	year(s)
Rent Adjustment Period/ Last Reviewed	Adjustment Period 8 Years — Last Reviewed ___/___/___	Adjustment Period years — Last Reviewed ___/___/___
Lease Payments	Annual Rent $160.80 — Lump Sum $_____ — Production $_____	Annual Rent $_____ — Lump Sum $_____ — Production $_____
Date Lease Payment Received	3/2/22	___/___/___
Full Name of all Lessees (list all names exactly as they appear in lease)		Adding son James J. Nicholson
Description of Land in Lease (attach copy of description if additional space needed)	W2 - OF Lot #10 Sub# 1 Pearlington, HCBS. Hancock County, MS.	

Exhibit "B"

Attachment: Diniah Nicholson - Residential - Parcel #185F-1-16-003.000 - Addendum (11270 : Approve

Book: 18
Pg: 369

HANCOCK COUNTY SCHOOL DISTRICT
SIXTEENTH SECTION PUBLIC SCHOOL TRUST LANDS

AMENDMENT OF LEASE

WHEREAS that certain Commercial Lease Contract (hereinafter "base lease") dated July 6, 2006 for a term of 40 yrs ending on July 5, 2046 was executed by and between the Hancock County Board of Education, as Lessor and Ryan Peterson, as Lessee, and;

WHEREAS said base lease was filed for record in the Office of the Chancery Clerk of Hancock County, Mississippi, in Book 2007 at Page 8693 and; WHEREAS said base lease covers the following described land in Hancock County, Mississippi, Parcel#

POB being an iron located on the eastern ROW of Highway 603 and 115.0 ft. East of the SW C Section 16, Township 5S, Range 14 W, Hancock County Mississippi, and run East for 279.43 f North for 92.2 ft. to an iron, thence N-11°-50'W for 461.77 ft. to an iron in fence, thence N-78° for 50.0 ft. to a fence corner on the eastern ROW of Hwy. 603's eastern ROW, thence S-12°-48 370.86 ft. to an iron, thence S-13°-47'W. along ROW for 100.0 ft., thence S-17°-13'W. along F the POB. Said parcel containing 2.12 acres and being a part of the NW ¼ - SW ¼ Section 16.

WHEREAS paragraph 3 of said base lease allows for the review of the annual rent, pursuant to §29-3-1 Miss Code Ann (1972) as amended, on 8th and 16th anniversary dates of said lease; and WHEREAS the Hancock County School District has conducted its review of the leased premises as required by statute.

Attachment: Ryan Peterson - Commercial - Parcel #0415-0-16-002.005 - Amendment (11270 : Approve and authorize Board President to sign

WITNESSETH

Paragraph 3 of said base lease is amended as follows:

LESSEE agrees to pay each year the sum of Five Thousand Seven Hundred Twelve Dollars and 33/100---($5,712.33) as annual rent, in advance, for the term hereof, subject to rent adjustments as hereafter provided. The first annual payment has been made with the execution hereof, and a like amount, subject to adjustment, shall be due and payable on each anniversary date.

Said base lease shall remain in force and effect as to all other provisions.

EXECUTED on this the 15 day of July, 2022

LESSEE

LESSEE

LESSOR, HANCOCK CO. SCHOOL DISTRICT

By: _____
SUPERINTENDENT OF EDUCATION

By: _____
PRESIDENT, BOARD OF EDUCATION

Approved by the Hancock County Board of Supervisors on the ___ day of _____, _____.

_____
President, Board of Supervisors

Attachment: Ryan Peterson - Commercial - Parcel #0415-0-16-002.005 - Amendment (11270 : Approve and authorize Board President to sign

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 15 day of July, 2022, within my jurisdiction, the within named Ryan Peterson who acknowledged that he executed the above and foregoing instrument.

<<SEAL>>

Regina C. Moran
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/22/2025

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 15 day of July, 2022, within my jurisdiction, the within named, **Teresa Merwin** who acknowledged that she is the **Superintendent of Education** for the **Hancock County School District** and that in said representative capacity she executed the above and foregoing instrument, first having been authorized so to do.

<<SEAL>>

Regina C. Moran
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/22/2025

Attachment: Ryan Peterson - Commercial - Parcel #0415-0-16-002.005 - Amendment (11270 : Approve and authorize Board President to sign

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 15 day of July, 2022, within my jurisdiction, the within named **Jennifer Seal** who acknowledged that she is the **President** of the **Hancock County School District Board of Education**, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

<<SEAL>>

Regina C. Moran
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/22/2025

STATE OF MISSISSIPPI
COUNTY OFHANCOCK

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2022, within my jurisdiction, the within named _____ who acknowledged that he is **President** of the **Hancock County Board of Supervisors** and that in said representative capacity he executed the above and foregoing instrument, after first having been authorized so to do.

<<SEAL>>

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

Attachment: Ryan Peterson - Commercial - Parcel #0415-0-16-002.005 - Amendment (11270 : Approve and authorize Board President to sign

ADDRESS OF LESSOR:

Hancock County School Dist.
18375 Highway 603
Kiln, MS 39556

ADDRESS OF LESSEE:

Ryan Peterson
30180 Hwy 603
Kiln, MS 39573

INDEXING INSTRUCTION

SECTION: 16
TOWNSHIP: 5 South
RANGE: 14 West

QUARTER SECTION: NW ¼- SW ¼ , Hancock County, Mississippi.

THIS INSTRUMENT WAS PREPARED BY: Regina Moran

Attachment: Ryan Peterson - Commercial - Parcel #0415-0-16-002.005 - Amendment (11270 : Approve and authorize Board President to sign

Peterson
Commercial
4.85
July

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

TAX ASSESSOR CERTIFICATE

I certify that current records on file in this Office indicate the **FAIR MARKET VALUE** of the parcel of Sixteenth Section School trust land described below.

SECTION 16 TOWNSHIP 5S RANGE 14W TOTAL ACRES 4.85

PARCEL NUMBER 015-0-16-002.005 (STORAGE UNITS)

TRUE/FAIR MARKET VALUE OF LAND = $ 57,123 @ 11,778 PER ACRE
[The True/Fair Market Value is based on the Ad Valorem Tax Rolls in the Office of the County Tax Assessor, HANCOCK County.]

FAIR MARKET RENTAL VALUE OF LAND = $ 5,712.33 PER ACRE/PER YEAR*

IS THE LAND IS APPRAISED AT LESS THAN 100% OF ITS TRUE VALUE? NO **

IS ANY PART OF THE LAND CLASSIFIED AS AGRICULTURE FOR PURPOSES OF VALUE DETERMINATION PURSUANT TO §27-35-50(4)(B)? NO **

HAS IT BEEN MORE THAN 1 YEAR SINCE THE PROPERTY TAX ROLLS WERE REAPPRAISED PURSUANT TO MISSISSIPPI STATE TAX COMMISSION RULE 6 NO ?**

THIS THE 14th DAY OF JUNE 200 22

Richard D. Loper Jr.
TAX ASSESSOR

PRIOR TO USE OF THIS FORM the following conditions must be meet:

1. There must be at least one competent appraiser on the Tax Assessor's staff. MISS. CODE ANN. §27-3-52 and §27-39-329 (Supp. 1987).
2. True/Fair Market Value must be determined and updated as required in MISS. CODE ANN §27-35-50(4)(a) (Supp. 2002).

THIS FORM MAY NOT BE USED FOR ANY PARCEL OF LAND CLASSIFIED AS FARM-RESIDENTIAL.

Revised 09/05/06

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* IN THE EVENT THE COUNTY TAX ASSESSOR WILL NOT ESTABLISH A FAIR MARKET RENTAL VALUE PLEASE CONTACT THE PUBLIC LANDS DIVISION MISSISSIPPI SECRETARY OF STATE'S OFFICE

** IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, THEN THE TAX ASSESSOR CERTIFICATE MAY NOT BE USED AND A PRIVATE APPRAISAL MUST BE OBTAINED TO DETERMINE TRUE/FAIR MARKET VALUE AND FAIR MARKET RENTAL VALUE.

Exhibits"A"

Attachment: Ryan Peterson - Commercial - Parcel #0415-0-16-002.005 - Amendment (11270 : Approve and authorize Board President to sign

8.K.1.c

DATA PROCESSING CHANGE SHEET

SECRETARY OF STATE — **16TH SECTION LANDS**

School District Number	School District Name	
2300	HANCOCK COUNTY SCHOOL DISTRICT	
Form prepared by	**Telephone**	**Fax**
REGINA MORAN	(228) 255-0376	(228) 255-0378

Reason For Change

- [ ] New lease/no existing lease
- [ ] Lease expired/delete lease record
- [ ] Lease expired/replace with new lease
- [ ] Other _____
- [ ] Lease assigned
- [ ] Lease amended
- [x] Rent adjusted

Date of Appraisal 6/14/2022
Fair Market Value of Land $ 57,123.
Appraised Rental Amount $ 5712.33

	Current or Expired Lease		New Lease or Change in Current Lease	
Lease Number	State Lease Number: 14476	Board Lease Number: 14476		Board Lease Number
Section/Township/Range	16, T 5 S, R 14 W		_____, T_____, R_____	
Book/Page	Book 2007 Page 8691-8708		Book _____ Page _____	
Lease Type	[x] Surface	[ ] Mineral	[ ] Surface	[ ] Mineral
Land Classification	AGR CAT (COM) IND FRS FST OTH REC RES SCH	O G S C CGS NA X	AGR CAT COM IND FRS FST OTH REC RES SCH	O G S C CGS NA X
Land Sub-Classification	H (Forest land only) E R		H (Forest land only) E R	
Number of Acres in Lease	4.85 Acres		Acres	
Date of Change in Lease			/ /	
Beginning/Ending Date of Lease	Beginning Date 7/6/2006	Ending Date 7/5/2046	Beginning Date / /	Ending Date / /
Term of Lease	year(s)		year(s)	
Rent Adjustment Period/ Last Reviewed	Adjustment Period 8 Years	Last Reviewed 6/14/2022	Adjustment Period years	Last Reviewed / /
Lease Payments	Annual Rent $ 2348.00 / Lump Sum $ / Production $		Annual Rent $ 5712.33 / Lump Sum $ / Production $	
Date Lease Payment Received	/ /	/ / / /	/ /	/ / / /
Full Name of all Lessees (list all names exactly as they appear in lease)	Ryan Peterson			
Description of Land in Lease (attach copy of description if additional space needed)			Described in Lease — no change in propert Only rent.	

Exhibit "B"

Attachment: Ryan Peterson - Commercial - Parcel #0415-0-16-002.005 - Amendment (11270 : Approve and authorize Board President to sign

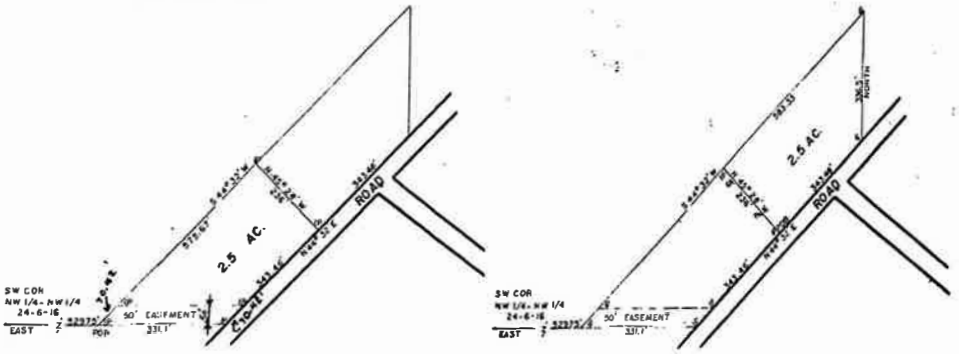
Book: 18
Pg: 369

HANCOCK COUNTY SCHOOL DISTRICT
SIXTEENTH SECTION PUBLIC SCHOOL TRUST LANDS
AMENDMENT OF LEASE

WHEREAS that certain Residential Lease Contract (hereinafter "base lease") dated June 6, 2014 for a term of 25 years ending on June 5, 2039 was executed by and between the Hancock County Board of Education, as Lessor and Deana & Danny Garretti, as Lessee, and;

WHEREAS said base lease was filed for record in the Office of the Chancery Clerk of Hancock County, Mississippi, in Book 2014 at Page 12644 and; WHEREAS said base lease covers the following described land in Hancock County, Mississippi, Parcel# 036-0-24-021.000

Commencing at the SW Corner of the NW1/4 - NW 1/4, Section 24, T. 6S, R 16W, Hancock County, MS and run East for 806.65' to an iron pipe on the Northern ROW of public road, thence N 44° 32'E, along said ROW for 343.46' to an iron pipe marking the POB of traverse around land described below: TRAVERSE: From said POB run N 44°32'E, along said ROW for 343.46' to an iron pin and iron pipe, thence N for 336.5' to an iron pipe, thence S 44° 32' W for 583.33' to an iron pipe, thence S -45° 28' E for 236.0' to the POB. And Commencing at the SW Corner of the NW1/4 - NW1/4, and run East for 529.75' to an iron marking the POB of traverse around land described below: TRAVERSE: From said POB run E 331.1' to an iron on the Northern ROW of public RD, thence run N 44° 32'E, along said ROW for 343.46' to an iron pipe, thence run N 45° 28'W for 236.0' to an iron pipe, thence run S 44° 32'W for 575.67' to the POB. Said land containing 5.0 acres and being part of the NW1/4 - NW 1/4 of Section 24, T. 6 S., R. 16 W., Hancock County, MS. EASEMENT DESCRIPTION: POB being an iron located 529.75' E of the SW Corner of the NW1/4 -NW1/4 and run E for 331.1' to an iron on N ROW of public road, thence N 44°-32' E for 70.42' to an iron pipe, thence W for 331.1' to an iron pipe, thence S 44° 32'W for 70.42' to the POB.



WHEREAS paragraph 3 of said base lease allows for the review of the annual rent, pursuant to §29-3-1 Miss Code Ann (1972) as amended, on 8th and 16th anniversary dates of said lease; and WHEREAS the Hancock County School District has conducted its review of the leased premises as required by statute.

Attachment: Deana and Danny Garretti - Residential - Parcel #036-0-24-021.000 - Amendment (11270 : Approve and authorize Board President

WITNESSETH

Paragraph 3 of said base lease is amended as follows:

LESSEE agrees to pay each year the sum of Two Thousand Two Hundred Fifty Seven Dollars and 50/100---($2257.50) as annual rent, in advance, for the term hereof, subject to rent adjustments as hereafter provided. The first annual payment has been made with the execution hereof, and a like amount, subject to adjustment, shall be due and payable on each anniversary date.

Said base lease shall remain in force and effect as to all other provisions.

EXECUTED on this the 27th day of June, 2022

Deana Garretti
LESSEE

LESSEE

LESSOR, HANCOCK CO. SCHOOL DISTRICT

By: _____
SUPERINTENDENT OF EDUCATION

By: _____
PRESIDENT, BOARD OF EDUCATION

Approved by the Hancock County Board of Supervisors on the ___ day of _____, _____.

President, Board of Supervisors

Attachment: Deana and Danny Garretti - Residential - Parcel #036-0-24-021.000 - Amendment (11270 : Approve and authorize Board President

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 27th day of June, 2022, within my jurisdiction, the within named Deana & Danny Garretti who acknowledged that they executed the above and foregoing instrument.

<<SEAL>>

Regina C. Moran
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/22/2025

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 27th day of June, 2022, within my jurisdiction, the within named, **Teresa Merwin** who acknowledged that she is the **Superintendent of Education** for the **Hancock County School District** and that in said representative capacity she executed the above and foregoing instrument, after first having been authorized so to do.

<<SEAL>>

Regina C. Moran
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/22/2025

Attachment: Deana and Danny Garretti - Residential - Parcel #036-0-24-021.000 - Amendment (11270 : Approve and authorize Board President

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 27th day of June, 2022, within my jurisdiction, the within named **Jennifer Seal** who acknowledged that she is the **President** of the **Hancock County School District Board of Education**, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

STATE OF MISSISSIPPI
REGINA C. MORAN
NOTARY PUBLIC
Hancock County
Commission Expires
October 22, 2025
COMMISSION NUMBER 61630

<<SEAL>>

Regina C. Moran
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/22/2025

STATE OF MISSISSIPPI
COUNTY OFHANCOCK

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2022, within my jurisdiction, the within named _____ who acknowledged that he is **President** of the **Hancock County Board of Supervisors** and that in said representative capacity he executed the above and foregoing instrument, after first having been authorized so to do.

<<SEAL>>

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

Attachment: Deana and Danny Garretti - Residential - Parcel #036-0-24-021.000 - Amendment (11270 : Approve and authorize Board President

ADDRESS OF LESSOR:

Hancock County School Dist.
18375 Highway 603
Kiln, MS 39556

ADDRESS OF LESSEE:

Deana & Danny Garretti
23030 Rd 262
Picayune, MS 39466

INDEXING INSTRUCTION

SECTION: 24
TOWNSHIP: 6 South
RANGE: 16West

QUARTER SECTION: SW corner NW ¼-NW ¼

THIS INSTRUMENT WAS PREPARED BY: Regina Moran

Attachment: Deana and Danny Garretti - Residential - Parcel #036-0-24-021.000 - Amendment (11270 : Approve and authorize Board President

Garretti 2022 June

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

TAX ASSESSOR CERTIFICATE

I certify that current records on file in this Office indicate the **FAIR MARKET VALUE** of the parcel of Sixteenth Section School trust land described below.

SECTION 24 **TOWNSHIP** 6S **RANGE** 16W **TOTAL ACRES** 5

PARCEL NUMBER 036-0-24-021.000

TRUE/FAIR MARKET VALUE OF LAND = $ 37625
[The True/Fair Market Value is based on the Ad Valorem Tax Rolls in the Office of the County Tax Assessor, Hancock **County.]**

FAIR MARKET RENT FOR LAND = $ 2257.50 **PER ACRE/PER YEAR*** (circled)

IS THE LAND IS APPRAISED AT LESS THAN 100% OF ITS TRUE VALUE? NO ******

IS ANY PART OF THE LAND CLASSIFIED AS AGRICULTURE FOR PURPOSES OF VALUE DETERMINATION PURSUANT TO §27-35-50(4)(B)? NO ******

HAS IT BEEN MORE THAN 1 YEAR SINCE THE PROPERTY TAX ROLLS WERE REAPPRAISED PURSUANT TO MISSISSIPPI STATE TAX COMMISSION RULE 6 NO **?****

THIS THE 14th **DAY OF** February **20** 22

Sandra Hall
TAX ASSESSOR

PRIOR TO USE OF THIS FORM the following conditions must be meet:

1. There must be at least one competent appraiser on the Tax Assessor's staff. MISS. CODE ANN. §27-3-52 and §27-39-329 (Supp. 1987).
2. True/Fair Market Value must be determined and updated as required in MISS. CODE ANN §27-35-50(4)(a) (Supp. 2002).

THIS FORM MAY NOT BE USED FOR ANY PARCEL OF LAND CLASSIFIED AS FARM-RESIDENTIAL.

Revised 03/27/07

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* IN THE EVENT THE COUNTY TAX ASSESSOR WILL NOT ESTABLISH A FAIR MARKET RENT PLEASE CONTACT THE PUBLIC LANDS DIVISION MISSISSIPPI SECRETARY OF STATE'S OFFICE

** IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, THEN THE TAX ASSESSOR CERTIFICATE MAY NOT BE USED AND A PRIVATE APPRAISAL MUST BE OBTAINED TO DETERMINE TRUE/FAIR MARKET VALUE AND FAIR MARKET RENTAL VALUE.

Attachment: Deana and Danny Garretti - Residential - Parcel #036-0-24-021.000 - Amendment (11270 : Approve and authorize Board President

Exhibit"A"

DATA PROCESSING CHANGE SHEET

SECRETARY OF STATE — **16TH SECTION LANDS**

School District Number	School District Name	
2300	HANCOCK COUNTY SCHOOL DISTRICT	
Form prepared by	**Telephone**	**Fax**
REGINA MORAN	(228) 255-0376	(228) 255-0378

Reason For Change

- [ ] New lease/no existing lease
- [ ] Lease expired/delete lease record
- [ ] Lease expired/replace with new lease
- [ ] Other _____
- [ ] Lease assigned
- [ ] Lease amended
- [x] Rent adjusted

Date of Appraisal 2 / 14 / 202
Fair Market Value of Land $ 37625.00
Appraised Rental Amount $ 2257.50

	Current or Expired Lease		New Lease or Change in Current Lease	
Lease Number	State Lease Number	Board Lease Number 16425		Board Lease Number
Section/Township/Range	24, T 6 S, R 16 W		_____, T_____, R_____	
Book/Page	Book 2014 Page 12644		Book _____ Page _____	
Lease Type	[x] Surface	[ ] Mineral	[ ] Surface	[ ] Mineral
Land Classification	AGR CAT COM FRS FST IND OTH REC (RES) SCH	O G S C CGS NA X	AGR CAT COM FRS FST IND OTH REC RES SCH	O G S C CGS NA X
Land Sub-Classification	H (Forest land only) E R		H (Forest land only) E R	
Number of Acres in Lease	5 Acres		Acres	
Date of Change in Lease			6 / 27 / 2022	
Beginning/Ending Date of Lease	Beginning Date / /	Ending Date / /	Beginning Date 6 / 3 / 2014	Ending Date 6 / 2 / 203
Term of Lease	year(s)		25 year(s)	
Rent Adjustment Period/ Last Reviewed	Adjustment Period Years	Last Reviewed / /	Adjustment Period 8 years	Last Reviewed 2 / 14 / 2022
Lease Payments	Annual Rent $ 1950.00 / Lump Sum $ / Production $		Annual Rent $ 2257.50 / Lump Sum $ / Production $	
Date Lease Payment Received	/ /	/ / / /	/ /	/ / / /
Full Name of all Lessees (list all names exactly as they appear in lease)	Danny + Deana Garretti			
Description of Land in Lease (attach copy of description if additional space needed)			Described in lease – no changes in property Just rent adjustment from $1950.00 to $2257.50 See "Ex A" TA cert.	

Exhibit "B"

Attachment: Deana and Danny Garretti - Residential - Parcel #036-0-24-021.000 - Amendment (11270 : Approve and authorize Board President

Book: 18
Pg: 369

Prepared By:
REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

Return To:
REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

RESIDENTIAL LEASE
16th SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS RESIDENTIAL LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 1st day of July, 2022 by and between the LESSOR,

HANCOCK COUNTY SCHOOL DISTRICT
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

and LESSEE,

MATT WHITTEN
17039 GARDENIA ST.
KILN, MS 39556
(228) 493-1984

INDEXING INSTRUCTIONS:

Attachment: Matt Whitten - Residential - Parcel #055-0-16-001.000 (11270 : Approve and authorize Board President to sign HCSD 16th Section

WITNESSETH:

That, for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, LESSOR does hereby lease, let and rent unto LESSEE the following classified "Residential lands", situated in HANCOCK County, Mississippi (hereinafter called the "Leased Premises") and described as:

Section 16 Township 6S Range 14W

SEE SURVEY AND DESCRIPTION ATTACHED AS EXHIBIT "A" TO THIS LEASE

1. Term. The term of this Lease Agreement shall be for Twenty-Four (24) years, beginning on the 1st day of July , 2022 , and terminating on the 30th day of June , 2047 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be July 11th of each year.

It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to LESSEE to renew this Lease Agreement for an additional "secondary term" of Twenty-Five (25) years from July 1, 2047, under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding the value of buildings and improvements not then owned by LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the initial primary term. LESSEE shall exercise said option to renew for the secondary term of Twenty-Five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the primary term as may be required by statute. The cost of the new appraisal shall be borne by LESSEE. A new lease shall be executed to effectuate the secondary term.

2. Rental Amount. LESSEE agrees and covenants to pay or cause to be paid to LESSOR annually, on or before the Anniversary Date of this Lease Agreement each year during the term hereof, rentals in the amount of Five Hundred and Ten dollars ($ 510.00). The first annual payment has been made with the execution hereof, and a like amount, subject to adjustment, shall be due and payable on each anniversary date. Subsequent payment of annual rent shall be due on or before the Anniversary Date of this Lease Agreement. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. Rents shall be adjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate) equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate,

Attachment: Matt Whitten - Residential - Parcel #055-0-16-001.000 (11270 : Approve and authorize Board President to sign HCSD 16th Section

excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which the LESSOR is located, calculated according to the actuarial method.

3. Rent Adjustment. The eighth and every subsequent eight year Anniversary Date of the commencement of this Lease Agreement shall be the effective dates of rental adjustments, and on such dates the amount of annual rental due and payable hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the Leased Premises.

a. LESSOR shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before any adjustment date. In the event LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date, LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date), LESSOR may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall be made pursuant to the Mississippi Code of 1972, § 29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by LESSEE, using an appraiser selected by LESSOR.
b. Should the Statutory Procedure result in an increase in rent over the amount previously due, LESSEE, by notice in writing given to LESSOR within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:
    1. LESSEE may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the (i) the fair market value of the land unencumbered by this lease and (ii) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.
    2. The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of

Attachment: Matt Whitten - Residential - Parcel #055-0-16-001.000 (11270 : Approve and authorize Board President to sign HCSD 16th Section

LESSEE'S appraiser, the two appraisers within such 10 day period shall each submit the names of three appraisers having the qualifications hereafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

3. The review appraiser shall review and analyze the two appraisal reports, and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.
4. The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the Leased Premises.

c. If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of LESSEE'S appraiser, the review appraiser and any additional charges of LESSOR'S appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.
d. The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.
e. The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.
f. The rent adjustment procedures will not delay the due date of rent at the existing annualrate and will not affect LESSOR'S right to declare a default if such rent is not timely paid.
g. LESSEE'S appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR'S appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR'S appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for

Attachment: Matt Whitten - Residential - Parcel #055-0-16-001.000 (11270 : Approve and authorize Board President to sign HCSD 16th Section

collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. Assignment. This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR. In the event LESSEE owns improvements on Leased Premises, any purchaser of said improvements or any person or entity holding a contract to purchase said improvements shall have the right of first refusal to negotiate a new lease agreement with LESSOR.

6. Improvements. LESSEE agrees, at LESSEE'S own cost and expense, to keep all improvements in a good state of repair at all times and maintain the premises in good order and in a clean, sanitary and safe condition. While this Lease continues in force and effect, LESSEE shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of LESSEE'S improvements on the land as LESSEE may in his sole discretion elect so to do, and LESSOR, while this Lease or any extensions thereof continues in force and effect, shall have no ownership interest in any of LESSEE'S improvements. If any improvements are removed, LESSEE shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others. LESSEE shall have the right to construct new or replacement buildings or structures on the Leased Premises. In the event construction is contemplated, LESSEE shall submit a description of the general nature of the proposed improvement and its intended use to LESSOR for approval, which approval shall not be unreasonably withheld.

7. Default. The parties herein expressly agree that if default shall be made in the payment of any tax assessment or other charge made pursuant to this Lease Agreement, then and in any such event of default, it shall be lawful for LESSOR, its legal representatives or assigns, to enter upon the Leased Premises, or any part thereof, either with or without process of law, to re-enter and repossess the same, and to distrain for any rent or assessment that may be due thereon, at the election of LESSOR, but nothing herein is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid liens or assessment to that time. As to all other conditions, covenants and obligations imposed on LESSEE herein, enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said conditions, covenants and obligations, to restrain violation and to recover damages, if any, including reasonable expenses of litigation and a reasonable attorney's fee, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice to LESSEE. Invalidation of any provision(s) of this Lease by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

Attachment: Matt Whitten - Residential - Parcel #055-0-16-001.000 (11270 : Approve and authorize Board President to sign HCSD 16th Section

8. Forfeiture. In the event of any forfeiture, default or cancellation of this Lease Agreement or termination under the terms hereof as aforesaid, LESSEE shall quit, deliver up and surrender possession of the Leased Premises, and all structures and improvements thereon to LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate and be utterly void, the same as if this Lease had not been made; and in addition thereto, LESSOR shall be entitled to whatever remedies it may have at law for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of LESSEE'S non fulfillment or nonperformance of the terms and conditions of this Lease. LESSEE shall pay to LESSOR all costs of collection of rent or enforcement of this Lease Agreement, including expenses of litigation and attorneys fees, regardless of whether suit is filed. Immediately upon the termination of this Lease in any manner, whether by litigation or forfeiture, LESSOR shall be entitled to take possession of the Leased Premises and all the improvements thereon absolutely, any custom, usage, or law to the contrary notwithstanding. Mobile homes, factory manufactured, complete with wheels, where permitted to be placed, may, however, be removed at the termination of the Lease Agreement, when termination is by the expiration of the full term, but not in the event of default.

9. Waste. LESSEE shall be responsible for any waste or damages that may be caused to LESSOR's property by the activities of LESSEE under this Lease Agreement, and shall exercise due diligence in the protection of all improvements, timber and other property of LESSOR, which may be located on the Leased Premises or in the vicinity thereof, against fire or damage from any and all other causes. LESSEE shall further comply with all applicable laws, rules, and regulations concerning LESSEE'S use of the property and/or obligations under this Lease Agreement. This obligation shall include, but not be limited to, compliance with federal, state and local environmental, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of soils, air or water arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this lease.

10. Indemnity. LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of Leased Premises by it, its officers, agents, subcontractors, employees, or invitees; provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents.

11. Right to Cure. Notwithstanding any DEFAULT of this Lease Agreement, any present or future holder of a mortgage or deed of trust representing money loaned on facilities located

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on the Leased Premises shall have the right of a sixty (60) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease may be invoked, such holder shall have reasonable time, which shall not be less than sixty (60) days, either to require the correction of such default, or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire title to such properties and correct such default.

12. Enjoyment. LESSEE shall have quiet and peaceable possession as long as compliance is made by LESSEE with the terms of this Lease Agreement. LESSEE, his heirs successors or assigns, shall occupy the premises as a single family residence; but this condition shall not prejudice rights of a holder of mortgage or deed of trust set forth elsewhere in this residential lease agreement. LESSEE certifies that there are no other dwellings on the Leased Premises other than LESSEE'S dwelling.

13. Reservation. LESSOR reserves title to all timber, the right to harvest said timber at LESSOR's discretion and to reseed or replant after harvest, together with title to all minerals and oil and gas, together with the right of ingress and egress to remove same, as provided by law. LESSOR reserves the right to grant or sell rights-of-way across the Leased Premises for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed or operated in a manner so as not to unreasonably interfere with LESSEE'S use of the property.

14. Mortgage. Any recorded mortgages or deed of trust may provide that any default by the LESSEE/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby. Notwithstanding any provision of this Lease to the contrary, in the event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof will receive all the rights and privileges of a LESSEE and likewise assume all responsibilities of a LESSEE as if such purchaser or transferee had initially been a LESSEE under this Lease Agreement.

15. Condemnation. In the event of condemnation or other taking for public use under powers of eminent domain of all or part of LESSEE'S interest in the Leased Premises, payments for such condemnation or taking of LESSEE'S leasehold interest shall be payable to LESSEE, or, if the LESSEE'S promises are encumbered by a mortgage or Deed of Trust, payment for the leasehold estate shall be made in accordance with the terms and provisions of such mortgage or Deed of Trust. Leasehold mortgagee (or trustee for restoration in the case of partial awards) shall be entitled to receive payment of a condemnation award to which LESSEE is entitled. The payment must not be less than the total award less the value of the land considered as unimproved.

16. Notices. All notices specified by this Lease Agreement shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either

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party may change the persons or addresses to whom notice may be given.

16th Section Manager

REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

To LESSEE:

MATT WHITTEN
17039 GARDENIA ST.
KILN, MS 39556
(228) 493-1984

17. Filing. Lessee will deliver a check in the requisite amount to the Lessor that is payable to the Chancery Clerk to cover recording fees. The Lessor will deliver this Lease Agreement to the Chancery Clerk of the necessary County for recording.

18. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

19. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

20. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of HANCOCK, Mississippi.

21. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

22. Supervisory Trustee. The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR

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fails to do in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.

23. Additional Provisions. This Lease Agreement contains an Exhibit "B". Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE".

24. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement. This Lease Agreement contains Exhibits "A" and "B". If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

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IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the _____ day of _____, 2___.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

HANCOCK COUNTY SCHOOL DISTRICT

School District

Superintendent: TERESA MERWIN

Board President: JENNIFER SEAL

APPROVED:

County Board of Supervisors

President:

Secretary of State:
Michael Watson

LESSEE:

Printed Name: Matthew R. Whitten Sr.

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ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this 27th day of June, 2022, within my jurisdiction, the within named TERESA MERWIN, Superintendent of Schools and JENNIFER SEAL, school board President of the HANCOCK COUNTY School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the HANCOCK COUNTY School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

STATE OF MISSISSIPPI
REGINA C. MORAN
NOTARY PUBLIC
Hancock County
Commission Expires
October 22, 2025
COMMISSION NUMBER 61630

Regina C. Moran
Printed Name: Regina C. Moran
(Notary Public)
My Commission Expires: 10/22/2025 (Affix official seal, if applicable)

Board of Supervisors

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me the undersigned authority in and for the said county and state, on this the ____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the President of the Board of Supervisors of HANCOCK County, Mississippi, and that in said representative capacity he / she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

Printed Name: _____
(Notary Public)
My Commission Expires: _____ (Affix official seal, if applicable)

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Lessee - Personal

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this the 27th day of June, 2022, within my jurisdiction, the within named Matt Whitten who acknowledged that he / she executed the above and foregoing instrument.

STATE OF MISSISSIPPI
REGINA C. MORAN
NOTARY PUBLIC
Hancock County
Commission Expires
October 22, 2025
COMMISSION NUMBER 61630

Regina C. Moran
Printed Name: Regina C. Moran
(Notary Public)
My Commission Expires: 10/22/2025 (Affix official seal, if applicable)

Lessee - Corporate

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me the undersigned authority in and for said county and state, on this the _____ day of _____, 2___, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the _____ of _____, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

_____
Printed Name: _____
(Notary Public)
My Commission Expires: _____ (Affix official seal, if applicable)

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EXHIBIT "A": DESCRIPTION OF PROPERTY

PARCEL OF LAND IN THE NE4 OF THE NE4; COMMENCING AT AN IRON ROAD AT THE NE CORNER; THENCE S 0'.10'07E FOR 56.39 FT TO AN IRON ROD AT THE N MARGIN OF CC RD; THENCE S 49'06'32W FOR 297.31 FT TO AN IRON ROD AT THE N MARGIN OF CC ROAD; THENCE N 40'53'28W FOR 235.45 FT TO AN IRON ROD; THENCE S 49'06'32W FOR 185.00 FT TO AN IRON ROD; THENCE S 40'53'28E FOR 235.45 FT TO AN IRON ROD AT THE N MARGIN OF CC ROAD; THENCE; N 49'06'32 E FOR 185 FT ALONG THE N MARGIN OF CC ROAD TO THE POB SAID PARCEL CONTAINS 1 ACRE, MORE OR LESS.

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EXHIBIT "B": ADDITIONAL PROVISIONS

none

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SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this RESIDENTIAL Lease Agreement between

HANCOCK COUNTY SCHOOL DISTRICT

as LESSOR and MATT WHITTEN as LESSEE with a rent amount of $ 510.00 dated 1st day of July , 2022 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HANCOCK COUNTY School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

Michael Watson

Secretary of State:
Michael Watson

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M. Whitten
T. Hill
May 2022

STATE OF MISSISSIPPI

COUNTY OF Hancock

TAX ASSESSOR CERTIFICATE

I certify that current records on file in this Office indicate the FAIR MARKET VALUE of the parcel of Sixteenth Section School trust land described below.

SECTION 16 TOWNSHIP 6 RANGE 14W TOTAL ACRES 1

PARCEL NUMBER 055-0-16-001.002

TRUE/FAIR MARKET VALUE OF LAND = $ 8500 @ 8500 PER ACRE
[The True/Fair Market Value is based on the Ad Valorem Tax Rolls in the Office of the County Tax Assessor, Hancock County.]

FAIR MARKET RENTAL VALUE OF LAND = $ 510.00 PER ACRE/PER YEAR*

IS THE LAND IS APPRAISED AT LESS THAN 100% OF ITS TRUE VALUE? NO **

IS ANY PART OF THE LAND CLASSIFIED AS AGRICULTURE FOR PURPOSES OF VALUE DETERMINATION PURSUANT TO §27-35-50(4)(B)? NO **

HAS IT BEEN MORE THAN 1 YEAR SINCE THE PROPERTY TAX ROLLS WERE REAPPRAISED PURSUANT TO MISSISSIPPI STATE TAX COMMISSION RULE 6 NO ?**

THIS THE 17th DAY OF MAY 2022

Richard Imer Chief Appraiser
TAX ASSESSOR

PRIOR TO USE OF THIS FORM the following conditions must be meet:

1. There must be at least one competent appraiser on the Tax Assessor's staff. MISS. CODE ANN. §27-3-52 and §27-39-329 (Supp. 1987).
2. True/Fair Market Value must be determined and updated as required in MISS. CODE ANN §27-35-50(4)(a) (Supp. 2002).

THIS FORM MAY NOT BE USED FOR ANY PARCEL OF LAND CLASSIFIED AS FARM-RESIDENTIAL.

Revised 09/05/06

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* IN THE EVENT THE COUNTY TAX ASSESSOR WILL NOT ESTABLISH A FAIR MARKET RENTAL VALUE PLEASE CONTACT THE PUBLIC LANDS DIVISION MISSISSIPPI SECRETARY OF STATE'S OFFICE

** IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, THEN THE TAX ASSESSOR CERTIFICATE MAY NOT BE USED AND A PRIVATE APPRAISAL MUST BE OBTAINED TO DETERMINE TRUE/FAIR MARKET VALUE AND FAIR MARKET RENTAL VALUE.

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Book: 18
Pg: 369

Prepared By:
REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

Return To:
REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

RECREATIONAL LEASE
16th SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS RECREATIONAL LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 10th day of July, 2022 by and between the LESSOR,

HANCOCK COUNTY SCHOOL DISTRICT
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

and LESSEE,

HANCOCK COUNTY BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST, LOUIS, MS 39520
(228) 467-0172

INDEXING INSTRUCTIONS:

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park (11270 : Approve and

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, and by the authority and under the direction of the LESSOR, LESSOR does hereby lease, let and rent unto LESSEE the following described land (hereinafter the "Leased Premises") to-wit:

Section 29 Township 5S Range 15W

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

1. Term. The term of this Lease Agreement shall be for Ten (10) years, beginning on the 10th day of July , 2022 , and terminating on the 9th day of July , 2032 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be July 10th of each year.

It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to LESSEE to renew this Lease Agreement for an additional "secondary term" of Twenty-Five (25) years from July 10, 2032 , under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding the value of buildings and improvements not then owned by LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the initial primary term. LESSEE shall exercise said option to renew for the secondary term of Twenty-Five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the primary term as may be required by statute. The cost of the new appraisal shall be borne by LESSEE. A new lease shall be executed to effectuate the secondary term.

2. Annual Rent. LESSEE covenants and agrees to pay as rent to LESSOR the sum of Two Thousand One Hundred and Twenty-Five dollars and Five cents ($ 2125.05) per annum, on or before the Anniversary Date of this Lease Agreement each year; provided, however, that the payment of rent for the first year of this lease shall be due at the time of approval by LESSOR. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid.

Rents shall be adjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any

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surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which LESSOR is located, calculated according to the actuarial method.

3. Rent Adjustment. The eighth and every subsequent eight year Anniversary Date of the commencement of this Lease Agreement shall be the effective dates of rental adjustments, and on such dates the amount of annual rental due and payable hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the Leased Premises.

a. LESSOR shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before any adjustment date. In the event LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date, LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date), LESSOR may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent.The reappraisal shall be made pursuant to the Mississippi Code of 1972, § 29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by LESSEE, using an appraiser selected by LESSOR.

b. Should the Statutory Procedure result in an increase in rent over the amount previously due, LESSEE, by notice in writing given to LESSOR within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:

   1. LESSEE may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the (i) the fair market value of the land unencumbered by this lease and (ii) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.
   2. The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of

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LESSEE'S appraiser, the two appraisers within such 10 day period shall each submit the names of three appraisers having the qualifications hereafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

3. The review appraiser shall review and analyze the two appraisal reports, and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.
4. The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the Leased Premises.

c. If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of LESSEE'S appraiser, the review appraiser and any additional charges of LESSOR'S appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.
d. The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.
e. The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.
f. The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect LESSOR'S right to declare a default if such rent is not timely paid.
g. LESSEE'S appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR'S appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR'S appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given

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to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. Default. The parties herein expressly agree that if DEFAULT shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Agreement, then and in any event of DEFAULT it shall be lawful for LESSOR to enter upon the Leased Premises, or any part thereof, after LESSOR has provided thirty (30) days prior written notice to LESSEE and upon LESSEE'S failure to cure such DEFAULT within said thirty (30) days, either with or without the process of law, to re-enter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of LESSOR, but nothing here is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid rent or assessment to that time.As to all other conditions, covenants, and obligations imposed on LESSEE herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers, which LESSEE expressly agrees to pay.Such enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days written notice. Enforcement proceedings shall include the right of the tax collector to recover any tax, assessment, fees and costs.

6. Remedies. In the event of any FORFEITURE, DEFAULT, OR CANCELLATION of this Lease Agreement or termination of the term therefore aforesaid, LESSEE shall quit, deliver up and surrender possession of the Leased Premises, and all LESSOR-owned structures and improvements thereon to LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease Agreement had not been made. At LESSOR'S option LESSEE shall be required to remove all LESSEE-owned improvements. In addition thereto LESSOR shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of LESSEE'S non-fulfillment or nonperformance of the terms and conditions of this Lease Agreement including costs for removing LESSEE-owned improvements.

Immediately upon the termination of this Lease Agreement, whether by FORFEITURE, DEFAULT, or CANCELLATION, LESSOR shall be entitled to take possession of Leased Premises and all LESSOR- owned improvements thereon absolutely, notwithstanding custom, usage, or law to the contrary. Any removal of property from the Leased Premises shall be accomplished so as to leave Leased Premises in a condition satisfactory to LESSOR. At LESSOR'S option LESSEE shall remove all of LESSEE'S property within thirty (30) days of LESSOR'S repossession.LESSEE shall be subject to the accrual of rent during said thirty (30) day period.

7. Curing Default. Notwithstanding any DEFAULT provisions of this Lease Agreement, any

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park (11270 : Approve and

present or future holder of a mortgage or deed of trust securing money loaned on facilities located on the Leased Premises shall have the right of a thirty (30) day notice of default within which to cure any DEFAULT which may be cured by the payment of money. In addition, for any other DEFAULT for which a forfeiture of said Lease Agreement may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed DEFAULT and shall have a reasonable time, which shall not be less than Thirty (30) days, either to require the correction of such DEFAULT or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire a leasehold in Leased Premises and correct such DEFAULT. LESSEE hereby covenants and agrees to notify LESSOR of the existence of all such mortgages, deeds of trust other secured encumbrances and that, in the absence of such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.

8. Assignment. This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR.In the event LESSEE owns improvements on the Leased Premises, any purchaser of said improvements or any person or entity holding a contract to purchase said improvements shall have the right of first refusal to negotiate a new lease agreement with LESSOR.

9. Breach of Lease Agreement. If LESSEE breaches any of the provisions of this instrument and fails to cure the same after thirty (30) days written notice from the LESSOR, then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR, or the Secretary of State, as supervisory trustee, (in the event the Secretary of State institutes legal action) its reasonable costs and expenses in enforcing the Lease Agreement, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

10. Notices. All notices specified by this Lease Agreement shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to whom notice shall be given.

16th Section Manager

REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

To LESSEE:

HANCOCK COUNTY BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST, LOUIS, MS 39520
(228) 467-0172

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park (11270 : Approve and

11. Insurance. LESSEE shall maintain contractual and comprehensive general liability insurance with a company acceptable to LESSOR and the Secretary of State with a minimum combined single limit of liability of one million dollars ($1,000,000.00) and LESSEE shall maintain a similar policy for an excess limit of liability of one million dollars ($1,000,000.00) for personal injuries or death of persons or destruction of property arising out of its operation, use or occupancy of the Leased Premises. LESSEE shall furnish proof of insurance to LESSOR, shall keep this insurance in full force and effect, and shall furnish LESSOR notice if the coverage is placed with another insurance company. The amount of the insurance coverage shall be adjusted every ten years on each tenth anniversary of this Lease Agreement for inflation according to the procedures then set forth by the Office of the Secretary of State of Mississippi.

12. Indemnification. LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of Leased Premises by it, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of the loss of claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

13. Waste. LESSEE shall be responsible for any damage that may be caused to LESSOR'S property by the activities of LESSEE, its employees, agents, contractors, and invitees under this Lease Agreement, and shall exercise reasonable care in the protection of all improvements, timber and other property of LESSOR which may be located on the Leased Premises or in the vicinity whereon, against fire or damage from any and all other causes. LESSEE, its employees, agents, contractors, and invitees shall exercise reasonable care in conducting the activities permitted under this Lease Agreement, and shall not, in any event, commit waste or allow waste to be committed.

14. Quiet Possession. LESSEE shall have quiet and peaceful possession of said property so long as compliance is made by LESSEE with the terms of this agreement.

15. Bankruptcy or Judgments. LESSEE hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against LESSEE in any court of competent jurisdiction, LESSOR shall have the right at its

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park (11270 : Approve and

option, to cancel this Lease Agreement. LESSEE further covenants and agrees that this Lease Agreement and the interest of LESSEE hereunder shall not, without the written consent of LESSOR first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said LESSEE.

16. Condemnation. If the whole of the leased premises, or such portion thereof as will make the Leased Premises unsuitable for LESSEE'S normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this Lease Agreement shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE. It is provided, however, that nothing herein shall preclude LESSEE from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation or any other damages to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

17. Recreational Purpose. LESSEE certifies that the Leased Premises is being used for recreational purposes.

18. General Duties of LESSEE. LESSEE agrees:

a. To comply with all laws and ordinances applicable to the use of the Leased Premise.
b. To allow inspection of the Leased Premised during normal business hours by any persons responsible for management or supervision of the property or this lease acting in their official capacity.
c. To perform all obligations herein expressed in a prompt fashion, without notice or demand.
d. To surrender the Leased Premises upon termination or expiration of this Lease Agreement, with improvements to be in the condition as herein specified.
e. To provide LESSOR, at each Anniversary Date, written certification by LESSEE of compliance with the provisions of this Lease Agreement.
f. To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials, to keep grass and other vegetation clipped, and to keep all levees and ponds, if any, in a well maintained condition.

19. Alteration. It is expressly agreed by and between the parties that LESSEE will not make any alteration upon the Leased Premises without the express prior written consent of LESSOR and that LESSEE will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any business deemed extra-hazardous on account of fire or otherwise; nor will LESSEE permit the same to be used for any immoral or unlawful purpose. LESSEE also covenants and agrees to maintain the Leased Premises in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

20. Reservations. LESSOR reserves title to all oil or gas, coal, lignite or other minerals in, on, or under the Leased Premises, together with the right to enter and remove the same, but

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park (11270 : Approve and

not in a manner which interferes with LESSEE'S operations on the Leased Premises.

21. Timber. LESSOR reserves and excepts from said lease all timber now or during the term, being situated on the Leased Premises with right of ingress and egress to remove same, and with the right to sell all or any part of said timber without breach of any right of LESSEE hereunder.

22. Rights-of-Way. LESSOR reserves the right to grant or sell rights-of-way across said lands for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

23. Recording. Lessee will deliver a check in the requisite amount to the Lessor that is payable to the Chancery Clerk to cover recording fees. The Lessor will deliver this Lease Agreement to the Chancery Clerk of the necessary County for recording.

24. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

25. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

26. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of HANCOCK, Mississippi.

27. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

28. Supervisory Right. The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.

29. Additional Provisions. This Lease Agreement contains an Exhibit "B". Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE".

30. Entire Agreement. This Lease Agreement shall constitute the entire agreement between

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park (11270 : Approve and

the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement. This Lease Agreement contains Exhibits "A" and "B". If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park (11270 : Approve and

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the _____ day of _____, 2___.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

HANCOCK COUNTY SCHOOL DISTRICT

School District

Superintendent: TERESA MERWIN

Board President: JENNIFER SEAL

APPROVED:

County Board of Supervisors

President: _____

Secretary of State:
Michael Watson

LESSEE:

Printed Name:

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park (11270 : Approve and

ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this 27th day of June, 2022, within my jurisdiction, the within named TERESA MERWIN, Superintendent of Schools and JENNIFER SEAL, school board President of the HANCOCK COUNTY School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the HANCOCK COUNTY School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

Regina C. Moran

Printed Name: Regina C. Moran
(Notary Public)
My Commission Expires: 10/22/2025

STATE OF MISSISSIPPI
REGINA C. MORAN
NOTARY PUBLIC
Hancock County
Commission Expires
October 22, 2025
COMMISSION NUMBER 16530

(Affix official seal, if applicable)

Board of Supervisors

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me the undersigned authority in and for the said county and state, on this the ____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the President of the Board of Supervisors of HANCOCK County, Mississippi, and that in said representative capacity he / she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

Printed Name: _____
(Notary Public)
My Commission Expires: _____

(Affix official seal, if applicable)

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park (11270 : Approve and

ACKNOWLEDGMENTS

Lessee - Personal

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this the 27th day of June, 2022, within my jurisdiction, the within named Hancock County Bd of Supervisors, who acknowledged that he / she executed the above and foregoing instrument.

_____
Printed Name: _____
(Notary Public)
My Commission Expires: _____ (Affix official seal, if applicable)

Lessee - Corporate

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me the undersigned authority in and for said county and state, on this the _____ day of _____, 2___, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the _____ of _____, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

_____
Printed Name: _____
(Notary Public)
My Commission Expires: _____ (Affix official seal, if applicable)

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park (11270 : Approve and

Leetown Ball Park - consisting of that PART OF THE SE4 of the NE4 lying immediately southeast of the intersection of Leetown Road and Caesar-Necaise Road, in Section 16-5S-15-W, Hancock County, MS.

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park (11270 : Approve and

EXHIBIT "B": ADDITIONAL PROVISIONS

none

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park (11270 : Approve and

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this RECREATIONAL Lease Agreement between

HANCOCK COUNTY SCHOOL DISTRICT

as LESSOR and HANCOCK COUNTY BOARD OF SUPERVISORS as LESSEE with a rent amount of $ 2125.05 dated 10th day of July , 2022 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HANCOCK COUNTY School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

Michael Watson

Secretary of State:
Michael Watson

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park (11270 : Approve and

Recreational
HCBS-Leetown Complex

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

TAX ASSESSOR CERTIFICATE

I certify that current records on file in this Office indicate the **FAIR MARKET VALUE** of the parcel of Sixteenth Section School trust land described below.

SECTION 29 TOWNSHIP 5S RANGE 15W TOTAL ACRES 11.37

PARCEL NUMBER 029-0-29-006.000

TRUE/FAIR MARKET VALUE OF LAND = $ 42,500 @ 3738 PER ACRE 5%
[The True/Fair Market Value is based on the Ad Valorem Tax Rolls in the Office of the County Tax Assessor, HANCOCK County.]

FAIR MARKET RENTAL VALUE OF LAND = $ 2125.05 PER ACRE/PER YEAR*

IS THE LAND IS APPRAISED AT LESS THAN 100% OF ITS TRUE VALUE? NO **

IS ANY PART OF THE LAND CLASSIFIED AS AGRICULTURE FOR PURPOSES OF VALUE DETERMINATION PURSUANT TO §27-35-50(4)(B)? NO **

HAS IT BEEN MORE THAN 1 YEAR SINCE THE PROPERTY TAX ROLLS WERE REAPPRAISED PURSUANT TO MISSISSIPPI STATE TAX COMMISSION RULE 6 NO ?**

THIS THE 14th DAY OF JUNE 200 22

Richard D. Lyon Jr.
TAX ASSESSOR

PRIOR TO USE OF THIS FORM the following conditions must be meet:

1. There must be at least one competent appraiser on the Tax Assessor's staff. MISS. CODE ANN. §27-3-52 and §27-39-329 (Supp. 1987).
2. True/Fair Market Value must be determined and updated as required in MISS. CODE ANN §27-35-50(4)(a) (Supp. 2002).

THIS FORM MAY NOT BE USED FOR ANY PARCEL OF LAND CLASSIFIED AS FARM-RESIDENTIAL.

Revised 09/05/06

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* IN THE EVENT THE COUNTY TAX ASSESSOR WILL NOT ESTABLISH A FAIR MARKET RENTAL VALUE PLEASE CONTACT THE PUBLIC LANDS DIVISION MISSISSIPPI SECRETARY OF STATE'S OFFICE

** IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, THEN THE TAX ASSESSOR CERTIFICATE MAY NOT BE USED AND A PRIVATE APPRAISAL MUST BE OBTAINED TO DETERMINE TRUE/FAIR MARKET VALUE AND FAIR MARKET RENTAL VALUE.

Exhibit "A"

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park (11270 : Approve and

DATA PROCESSING CHANGE SHEET

SECRETARY OF STATE — **16TH SECTION LANDS**

School District Number	School District Name	
2300	HANCOCK COUNTY SCHOOL DISTRICT	
Form prepared by	**Telephone**	**Fax**
REGINA MORAN	(228) 255-0376	(228) 255-0378

Reason For Change

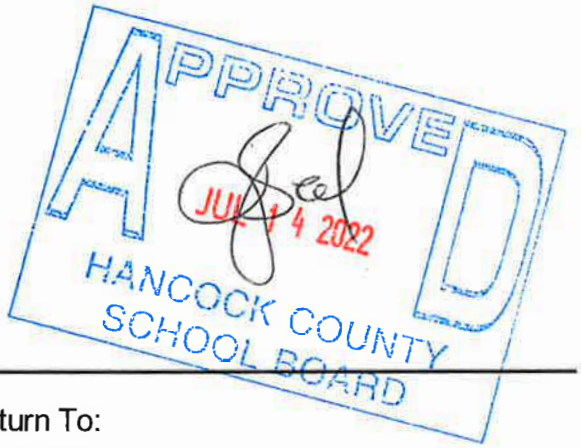
- [ ] New lease/no existing lease
- [ ] Lease assigned
- [ ] Lease expired/delete lease record
- [ ] Lease amended
- [✓] Lease expired/replace with new lease
- [ ] Rent adjusted
- [ ] Other _____

Date of Appraisal 6 / 14 / 2022
Fair Market Value of Land $ 42501.00
Appraised Rental Amount $ 2125.05

	Current or Expired Lease		New Lease or Change in Current Lease	
Lease Number	State Lease Number	Board Lease Number 20220		Board Lease Number
Section/Township/Range	29, T 5 S, R 15 W		_____, T_____, R_____	
Book/Page	Book _____ Page _____		Book _____ Page _____	
Lease Type	[✓] Surface	[ ] Mineral	[ ] Surface	[ ] Mineral
Land Classification	AGR CAT COM FRS FST IND OTH (REC) RES SCH	O G S C CGS NA X	AGR CAT COM FRS FST IND OTH REC RES SCH	O G S C CGS NA X
Land Sub-Classification	H (Forest land only) E R		H (Forest land only) E R	
Number of Acres in Lease	11.37 Acres		11.37 Acres	
Date of Change in Lease			6 / 27 / 2022	
Beginning/Ending Date of Lease	Beginning Date ___/___/___	Ending Date ___/___/___	Beginning Date 07 / 10 / 2022	Ending Date 7 / 9 / 2032
Term of Lease	year(s)		year(s)	
Rent Adjustment Period/ Last Reviewed	Adjustment Period Years	Last Reviewed ___/___/___	Adjustment Period 10 years	Last Reviewed 6 / 14 / 2022
Lease Payments	Annual Rent $_____	Lump Sum $_____ / Production $_____	Annual Rent $ 2125.05	Lump Sum $_____ / Production $_____
Date Lease Payment Received	___/___/___	___/___/___ / ___/___/___	___/___/___	___/___/___ / ___/___/___
Full Name of all Lessees (list all names exactly as they appear in lease)	Hancock County Board of Supervisors Leetown Ballpark			
Description of Land in Lease (attach copy of description if additional space needed)			See description in Lease agreement No Amendment to Property only rental Adjustment.	

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park (11270 : Approve and

BOOK: 18
PG: 382



Prepared By:
REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

Return To:
REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

HUNTING AND FISHING LEASE
16th SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS HUNTING AND FISHING LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 1st day of August, 2022 by and between the LESSOR,

HANCOCK COUNTY SCHOOL DISTRICT
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

and LESSEE,

REINHARD SCHUSTER AND IRVIN TEMPLET, JR.
11174 CAESAR NECAISE RD
PICAYUNE, MS 39466
(601) 749-4148

INDEXING INSTRUCTIONS:

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003 (11270 : Approve and authorize Board President to

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, and by the authority and under the direction of the LESSOR, LESSOR does hereby lease, let and rent unto LESSEE the following described land (hereinafter the "Leased Premises") to-wit:

Section 29 Township 5S Range 15W

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

1. Term. The term of this Lease Agreement shall be for (0) years, beginning on the 1st day of August , 2022 , and terminating on the 31st day of July , 2023 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be July 31st of each year.

Provided that this lease has not been terminated prior to the expiration date hereof and that LESSEE is in compliance with all terms and provisions of this lease, LESSEE may extend this lease upon the terms and in the manner provided in MISS. CODE ANN. 1972 §29-3-41 or such other statute as then may be applicable.

2. Annual Rent. LESSEE covenants and agrees to pay as rent to LESSOR the sum of Five Hundred and Thirty-Five dollars ($ 535.00) per annum, on or before the Anniversary Date of this Lease Agreement each year; provided, however, that the payment of rent for the first year of this lease shall be due at the time of approval by LESSOR.The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the “Default Rate”) equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which LESSOR is located, calculated according to the actuarial method.

3. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003 (11270 : Approve and authorize Board President to

Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

4. Forest Lands Purpose. The Leased Premises covered by this lease is classified as FORESTLAND as provided by lawLESSEE recognizes, understands and acknowledges that LESSOR holds the Leased Premises for the purpose of planting, growing, protecting, maintaining, conserving, and harvesting therefrom trees, timber, pulpwood, and other forest products. Therefore, LESSEE'S exercise of any of its rights under this agreement shall in no way impede or hinder LESSOR in the full development, use, protection and enjoyment of said land as above described, and if it becomes necessary, expedient or advisable for LESSOR to prohibit, curtail, or suspend all hunting and or fishing on the Leased Premises, LESSOR shall have the right to do so upon written notice thereof to LESSEE, or LESSOR may cancel this lease as provided hereinafter. LESSEE further agrees that all rights, titles, and privileges hereunder granted are, and shall be all times expressly subject to LESSOR'S basic and primary right to prevent any fires, waste, nuisance, or unnecessary injury to said property or to the commercial values thereof.

5. Default. Any one of the following events shall constitute ground for immediate DEFAULT of this lease, at LESSOR'S option:

i. Failure to pay rent, or any taxes or assessments within 60 days after the due date thereof;
ii. Use of the Leased Premises for commercial hunting operation;
iii. Any breach by LESSEE of any covenant, duty or obligation of this Lease Agreement.

In the event of LESSEE'S breach of any covenant or obligation contained in this lease, excepting the obligation to pay rent, taxes or assessments, LESSEE shall be entitled to notice in writing of the breach and shall have thirty (30) days from the date of the notice to cure or correct such breach. Upon the failure of LESSEE to correct or cure such breach, LESSOR shall have the option to declare this lease in immediate default. No notice to LESSEE is required prior to declaring this lease in default for the failure to pay any rent, tax, or assessment hereunder. LESSOR'S failure to assert any grounds for default shall not be deemed a waiver of the right to do so at any later time.

6. Remedies. Upon declaring this lease in default, LESSOR shall have the following rights and may exercise anyone or more of the following remedies in addition to such other rights, remedies, penalties and liens as may be allowed by other provision of this lease, by law or in equity: (a) LESSOR may declare this lease terminated and may then enter upon and take possession of the Leased Premises; LESSOR shall not be obligated to re-let the premises, but any amount received pursuant to any subsequent lease shall be the exclusive property of LESSOR; (b) LESSOR may declare all rent for the remaining term of the lease to be immediately due and payable and LESSEE shall be liable therefor with interest until paid at the highest rate allowed by law; upon failure to pay the same promptly, LESSOR may declare this lease terminated and may collect the accelerated amount of rentals due without credit to LESSEE for any sums received on re-letting; (c) LESSOR may permit this lease to remain in

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003 (11270 : Approve and authorize Board President to

force and may collect rents in intervals or as the same accrue; (d) LESSOR may require specific performance of LESSEE'S obligations with respect to condition of the premises or may hold LESSEE liable for the cost of performing such obligations.

7. Breach of Lease Agreement. If LESSEE breaches any of the provisions of this Lease Agreement and fails to cure the same after thirty (30) days written notice from LESSOR (as to a breach for which notice is applicable), then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR its reasonable costs and expenses in enforcing the Lease Agreement, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

8. Assignment. This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR.

9. Notices. All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to whom notice shall be given.

16th Section Manager

REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

To LESSEE:

REINHARD SCHUSTER AND IRVIN TEMPLET, JR.
11174 CAESAR NECAISE RD
PICAYUNE, MS 39466
(601) 749-4148

10. Indemnification. LESSEE shall protect, indemnify, defend save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of the Leased Premises by LESSEE, its officers, agents, subcontractors, employees or invitees.Provided, however, it is understood that the indemnity provided by LESSEE as described in this

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003 (11270 : Approve and authorize Board President to

paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agen
In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of the loss of claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

11. Condemnation. If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for LESSEE'S permitted activities, should be condemned for any public use or conveyed under threat of condemnation, then this lease shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE.It is provided, however, that nothing herein shall preclude LESSEE from prosecuting any claim directly against the condemning authority for damages or any other amounts to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

12. General Duties of LESSEE. LESSEE expressly covenants and agrees:

a. To use every precaution to protect the aforesaid timber, trees, and forest products from fire or other damage, and to that end, LESSEE will assist and exercise every effort in putting out any fire that may occur on said lands. In the event that any fire shall be willfully or negligently started or allowed to escape on said lands by LESSEE, LESSOR shall have the right immediately to cancel this lease without notice, and any unearned rentals heretofore paid shall be forfeited to LESSOR. In addition, LESSOR shall be entitled to recover from LESSEE any damages which LESSOR sustains as the result of such fire;
b. Not to damage any tree or tree seedlings in any way, nor cut or pierce any tree of any kind, dead or alive, and not to attach any stand or blind or other paraphernalia to any tree of any kind except with the prior written permission of the County Forester or authorized timber manager; and further, to assume responsibility, and to pay for any trees, timber, or other forest products that may be cut, used, damaged and/or removed from said lands by LESSEE;
c. To comply, and to require compliance by all persons to whom hunting and/or fishing privileges as aforesaid shall be extended hereunder, with all laws, rules and regulations now existing or hereinafter enacted by any county, state, or federal authority with respect to uses and activities permitted hereunder. Any violation of any such laws, rules or regulations shall constitute a material breach of this lease and shall give LESSOR the right and privilege of canceling this lease, with or without notice, and in such an event any unearned rentals paid hereunder shall be forfeited to LESSOR as liquidated damages for breach of this agreement. Bag limits and fishing limits and the length of hunting and fishing seasons shall strictly conform to the effective local, state or federal game laws and regulations;
d. To exercise all reasonable precautions in and about the enjoyment of LESSEE'S rights hereunder with respect to LESSEE'S safety and the safety of others using said privileges under LESSEE'S authority;
e. Not to construct or install upon said lands any plantings, food plots, roads, bridges, fences, camps, buildings, lodges, shelters, docks, dog pens, piers, landings or other

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003 (11270 : Approve and authorize Board President to

structures, permanent or temporary, without having first obtained in writing the consent of LESSOR thereto;

f. Not to hinder, impede or deny access to representatives, agents or employees of the LESSOR, the Mississippi Forestry Commission, the Mississippi Department of Wildlife Fisheries and Parks or the Secretary of State while carrying out their official responsibilities; instead, LESSEE covenants and agrees to cooperate with these representatives in carrying out their official responsibilities; LESSEE further agrees to furnish his name, address and telephone number to the County Forester or forest manager and to keep said information current with said individual;
g. Not to conduct or permit the conduct of any unlawful or immoral activities upon the Lease Premises;
h. To exercise due diligence in the protection of the topsoil and other property of LESSOR on the Leased Premises. And not to bring or leave litter, trash, rubbish or any toxic or hazardous substance upon the Leased Premises. And not to commit, cause to be committed or permit any act of waste upon the Leased Premises. Waste shall include, but shall not be limited to acts, or the failure to act, that result in the loss of topsoil, or the contamination of soil, or surface or ground water;
i. To be responsible to LESSOR for any and all damages to the Leased Premises caused by the activities of LESSEE;
j. Not to use, or permit the use of the Leased Premises for any activity deemed extra-hazardous;
k. Not to use vehicles on any road or any part of the Leased Premises while the soil is wet to the extent that ruts and erosion will result on the road or land from such use;
l. To maintain the Leased Premises in a neat and orderly manner and refrain from creating or causing any unsafe or unsightly conditions, attractive nuisances or other nuisances;
m. To strictly comply with all federal, state and local laws and regulations pertaining to the environment including, but not limited to, laws and regulations relating to air, water, soil and toxic or hazardous substances;
n. Not to make any alteration upon the Leased Premises without the express prior written consent of LESSOR;
o. Not to alter or obstruct any drain or drainage way on the Leased Premises;
p. To surrender and deliver full, quiet and peaceful possession of the Leased Premises to LESSOR upon expiration or termination of this lease.

13. Warranties. This lease is made and accepted (1) without any representation or warranties of any kind on the part of LESSOR as to title or suitability to the purpose for which the same is granted; and (2) expressly subject to any and all existing easements, reservations, rights-of-way, contracts, leases or other encumbrances or servitudes now of record or on the ground affecting the lands herein described, or to any such agreements that may hereafter be granted from time to time to others by LESSOR.

14. Lease Premises. LESSEE assumes responsibility for the condition of the premises and LESSOR shall not be liable or responsible for any damages or injuries caused by any vices or defects therein to LESSEE or to any occupant or to anyone in or on said premises who derives his right to be thereon from LESSEE.

15. Reservations. LESSOR reserves title to all oil or gas, coal, lignite or other minerals in, on, or under the Leased Premises, together with the right to enter and remove the same, but

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003 (11270 : Approve and authorize Board President to

not in a manner which interferes with LESSEE'S operations on the Leased Premises.

16. Rights-of-Way. LESSOR reserves the right to grant or sell rights-of-way across said lands for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

17. Recording. Lessee will deliver a check in the requisite amount to the Lessor that is payable to the Chancery Clerk to cover recording fees. The Lessor will deliver this Lease Agreement to the Chancery Clerk of the necessary County for recording.

18. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

19. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

20. Definition of LESSEE. It is further stipulated and agreed that wherever the word "LESSEE" is used herein, it is intended, and shall be deemed, to include and shall be binding upon LESSEE'S members, agents, servants, employees, contractees, invitees, licensees, and guests.

21. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of HANCOCK Mississippi.

22. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

23. Supervisory Right. Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement he shall have all rights as are conferred to LESSOR.

24. Additional Provisions. This Lease Agreement contains an Exhibit "B". Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE".

25. Entire Agreement. This Lease Agreement shall constitute the entire agreement between

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003 (11270 : Approve and authorize Board President to

the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement. This Lease Agreement contains Exhibits "A" and "B". If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003 (11270 : Approve and authorize Board President to

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 14th day of July, 2022.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

HANCOCK COUNTY SCHOOL DISTRICT
School District

Superintendent: TERESA MERWIN

Board President: JENNIFER SEAL

APPROVED:

Secretary of State:
Michael Watson

LESSEE:

Printed Name: Reinhard Schuster

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003 (11270 : Approve and authorize Board President to

ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this ___ day of _____, 2____, within my jurisdiction, the within named TERESA MERWIN, Superintendent of Schools and JENNIFER SEAL, school board President of the HANCOCK COUNTY School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the HANCOCK COUNTY School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

STATE OF MISSISSIPPI
REGINA C. MORAN
NOTARY PUBLIC
Hancock County
Commission Expires
October 22, 2025
COMMISSION NUMBER 6950

Regina C. Moran

Printed Name: Regina C. Moran
(Notary Public)
My Commission Expires: 10/22/2025

(Affix official seal, if applicable)

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003 (11270 : Approve and authorize Board President to

ACKNOWLEDGMENTS

Lessee - Personal

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this the 14th day of July, 2022, within my jurisdiction, the within named Reinhard Schuster, who acknowledged that he / she executed the above and foregoing instrument.

Regina C. Moran
Printed Name: Regina C. Moran
(Notary Public)
My Commission Expires: 10/22/2025

STATE OF MISSISSIPPI
REGINA C. MORAN
NOTARY PUBLIC
Hancock County
Commission Expires
October 22, 2025
COMMISSION NUMBER 161630

(Affix official seal, if applicable)

Lessee - Corporate

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me the undersigned authority in and for said county and state, on this the _____ day of _____, 2___, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the _____ of _____, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

_____
Printed Name: _____
(Notary Public)
My Commission Expires: _____ (Affix official seal, if applicable)

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003 (11270 : Approve and authorize Board President to

EXHIBIT "A": DESCRIPTION OF PROPERTY

TRACT 1, 29-006.003: PART OF W2 OF NE4, and PART OF NE4 OF NE4 OF 29-5S-15W, HANCOCK COUNTY MS & BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A FENCE CORNER MARKING THE SE CORNER OF NW4 OF NE4 OF SAID SECTION 29; THENCE N 0 DEGREES 07'38W 337.10 FT TO A 1/2 REBAR, THENCE S 87 DEGREES 20'53W 428.18 FT TO A 1/2 REBAR, THENCE S 2 DEGREES 43'00W 308 FT TO A PT IN THE CENTER OF A 70' RIGHT OF WAY, THENCE ALONG THE CENTERLINE OF SAID RIGHT OF WAY S 34 DEGREES 20'24W 285.17 FT TO A PT ON THE N MARGIN OF CEASAR LEE TOWN RD, THENCE ALONG SAID MARGIN THE FOLLOWING COURSES: N 88 DEGREES 18'53W 208.99 FT, THENCE S 89 DEGREES 46'18W 287.78 FT TO A 1/2 REBAR, THENCE LEAVING SAID MARGIN N 0 DEGREES 29'48W 1549.60 FT TO AN IRON PIPE, THENCE S 89 DEGREES 05'05E 1111.26 FT TO A FENCE CORNER, THENCE S 0 DEGREES 07'38E 510.97 FT TO A 1/2 REBAR, THENCE S 82 DEGREES 47'31E 569.75 FT TO A 1/2 REBAR ON THE W MARGIN OF LEE TOWN KILN PUBLIC RD, THENCE ALONG SAID MARGIN S 3 DEGREES 59'02W 245.36 FT TO A 1/2 REBAR, THENCE LEAVING SAID MARGIN N 87 DEGREES 58'46W 173.31 FT TO A 1/2 REBAR, THENCE S 3 DEGREES 59'02W 503 FT TO AN IRON PIPE, THENCE N 87 DEGREES 58'46W 338.48 FT TO THE PT OF BEGINNING, CONTAINING 40.77 ACRES, or 42.8 acres per County records. TRACT 2: RESIDENTIAL SHOULD NOT BE INCLUDED TRACT 3: RESIDENTIAL SHOULD NOT BE INCLUDED.

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003 (11270 : Approve and authorize Board President to

At expiration of previous 5 year lease. Present lessee was sole bid but listed an additional person in case he had to abdicate. He called and will be out of the state for an undetermined period of time.

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003 (11270 : Approve and authorize Board President to

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this HUNTING AND FISHING Lease Agreement between

HANCOCK COUNTY SCHOOL DISTRICT

as LESSOR and REINHARD SCHUSTER AND IRVIN TEMPLET, JR. as LESSEE with a rent amount of $ 535.00 dated 1st day of August , 2022 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HANCOCK COUNTY School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

Michael Watson

Secretary of State:
Michael Watson

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003 (11270 : Approve and authorize Board President to

8666

8/18/ 2022

M Hancock County School District

TIMOTHY A. KELLAR
HANCOCK COUNTY CHANCERY CLERK
3068 Longfellow Drive, Bldg 1 • Bay St. Louis, Mississippi 39520
Telephone (228) 467--0455

- Diniah Nicholson - Add endums 2022 12615	$26	00
- Ryan Peterson - Amendments 2022 12618	$28	00
- Deana & Danny Barretti - Amendments 2022 12652	$28	00
- Matt Whitten - New Lease 2022 12659	$37	00
- Hancock County Board of Supervisors - New Lease 2022 12675	$39	00
- Reinhard Schuster - Hunting & Fishing 2022 12693	$35	00
Due	$193	00

Please remit with payment

Thanks

(1) 28.00 (B) Data Change Sheet 2022 12652

NEW LEASE

(16) 37.00

- **Matt Whitten - Residential** – Section 16-6S-14W-Parcel# 055-0-16-001.000 (1 acre) Effective 7/1/2022 for 25 years with an annual payment each year of **$510.00**. Exhibit (A) Tax Certificate

(18) 39.00

- **Hancock County Board of Supervisors – Recreational** – Section 29-5S-15W – Parcel# 029-0-29-006.000, Leetown Ballpark, 10 yr lease beginning July 10, 2022,- July 9, 2032, with an annual payment of **$2125.05** due on or before July 10th of each year. Exhibit (A) Tax Certificate (B) Data Change Sheet

(14) 35.00

- **Reinhard Schuster – Hunting & Fishing -** Section 29-5S-15W-Parcel# 029-0-29-006.003 (42.8 acres) Only one bid by present lessee. Effective August 1st, 2022 for one year after which the state has recommended reclassification as population has increased in surrounding areas. The winning bid was $12.50 per acre with at total payment of **$535.00**.

If you have any questions, please contact me at (228) 255-0376.

Sincerely,

Regina C. Moran

Regina C. Moran
Sixteenth Section Land Manager

/rm Attachments

Attachment: Hancock County School District Chancery Clerk Invoice (11270 : Approve and authorize Board President to sign HCSD 16th

Book: 18
Pg : 369

8.K.1.i

2022 12615
Recorded in the Above
Deed Book & Page
08-17-2022 09:03:08 AM
Timothy A Kellar
Hancock County

ADDENDUM TO RESIDENTIAL LEASE CONTRACT
OF 16TH SECTION LANDS

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

THIS ADDENDUM to a Residential Lease Contract of 16th Section Lands, made and entered into by and between the Hancock County Board of Education (hereinafter referred to as "Lessor") D (hereinafter referred to as "Lessee") on the 2nd day of March, 2020.

WITNESSETH:

WHEREAS, the party hereto has previously entered into a Residential Lease Contract on 16th Section Lands (16-9S-16W), in Hancock County, Mississippi, , said lease being recorded in Deed Book 2020 Page(s) 6423 of the records of the Chancery Clerk of Hancock County, Mississippi;

WHEREAS, Mrs. Diniah Nicholson request the amendment of said lease to add son James J. Nicholson to the present lease in case of emergency and/or succession.

Please refer to (A) Written request, (B), Data Change Sheet, attached hereto and incorporated herein by reference for all purposes.

All further provisions of this Residential Lease Contract which are not amended by the terms hereof, shall be and remain in full force and effect.

IN WITNESS WHEREOF, this Addendum is executed by Lessor and pursuant to order entered upon its minutes, and is executed by Lessee, this the

27th day of June, 2022.

Additional Lessee

Diniah Nicholson, Present Lessee

Superintendent of Education

Board of Education President

PERSONNALLY APPEARED BEFORE ME, the undersigned authority at law in and for the above named county and state, the within named Teresa Merwin, Jennifer Seal, SUPERINTENDENT OF EDUCATION and BOARD OF EDUCATION PRESIDENT, and Diniah Nicholson, LESSEE, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and date therein stated, in the capacity therein set forth, and after having been authorized so to do.

Given under my hand and official seal on this the 27th day of June, 2022.

(SEAL) STATE OF MISSISSIPPI NOTARY PUBLIC REGINA C. MORAN Hancock County Commission Exp'res October 22, 2025 COMMISSION NUMBER 1650

Regina C. Moran
Notary Public

WITNESS MY [illegible] this the 15 day of August, 2022.

Hancock County Board of Supervisors

BY: Scotty Adams
Scotty Adams, President

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: Diniah Nicholson - Residential - Parcel #185F-1-16-003.000 - Addendum. - recorded (11270 : Approve and authorize Board President to sign HCSD 16th Section Land matters)

6/13/2022

2022 12616
Deed Book & Page

To whom it may concern:

I would like to add my son James J. Nicholson to my lease in case of emergency or succession.

Diniah Nicholson
6/13/22

Meeting on 6/27/2022

Exhibit "A"

Attachment: Diniah Nicholson - Residential - Parcel #185F-1-16-003.000 - Addendum. - recorded (11270 :

2022 12617
Deed Book & Page

DATA PROCESSING CHANGE SHEET

SECRETARY OF STATE — **16TH SECTION LA**

School District Number	School District Name	
2300	HANCOCK COUNTY SCHOOL DISTRICT	
Form prepared by	**Telephone**	**Fax**
REGINA MORAN	(228) 255-0376	(228) 255-0378

Reason For Change

- [ ] New lease/no existing lease
- [ ] Lease expired/delete lease record
- [ ] Lease expired/replace with new lease
- [x] Other adding son
- [ ] Lease assigned
- [ ] Lease amended
- [ ] Rent adjusted

Date of Appraisal 10 / 21 / 201
Fair Market Value of Land $ 5360.00
Appraised Rental Amount $ 160.80

	Current or Expired Lease		New Lease or Change in Current Lease	
Lease Number	6583			
State Lease Number		Board Lease Number 6583		Board Lease Number
Section/Township/Range	16, T 9 S, R 15 W		, T , R	
Book/Page	Book Page		Book Page	
Lease Type	[x] Surface	[ ] Mineral	[ ] Surface	[ ] Mineral
Land Classification	AGR CAT COM FRS FST IND OTH REC RES SCH	O G S C CGS NA X	AGR CAT COM FRS FST IND OTH REC RES SCH	O G S C CGS NA X
Land Sub-Classification	H (Forest land only) E R		H (Forest land only) E R	
Number of Acres in Lease	.5 Acres		.5 Acres	
Date of Change in Lease			6 / 27 / 2022	
Beginning/Ending Date of Lease	Beginning Date 3 / 2 / 2020	Ending Date 3 / 1 / 2045	Beginning Date / /	Ending Date / /
Term of Lease	25 year(s)		year(s)	
Rent Adjustment Period/ Last Reviewed	Adjustment Period 8 Years	Last Reviewed / /	Adjustment Period years	Last Reviewed / /
Lease Payments	Annual Rent $ 160.80	Lump Sum $. / Production $.	Annual Rent $.	Lump Sum $. / Production $.
Date Lease Payment Received	3/2/22	/ / / /	/ /	/ / / /
Full Name of all Lessees (list all names exactly as they appear in lease)			Adding son James J. Nicholson	
Description of Land in Lease (attach copy of description if additional space needed)	W2 - OF Lot #10 Sub# 1 Pearlington, HCBS. Hancock County, MS.			

Hancock County
I certify this instrument was filed
08-17-2022 09:03:08 AM
and recorded in Deed Book
2022 at pages 12615 - 12617
Kathy A Kellar
CHANCERY CLERK
HANCOCK COUNTY, MS

Exhibit "B"

Attachment: Diniah Nicholson - Residential - Parcel #185F-1-16-003.000 - Addendum. - recorded (11270 : Approve and authorize Board President to sign HCSD 16th Section Land matters)

Book: 18
Pg: 369

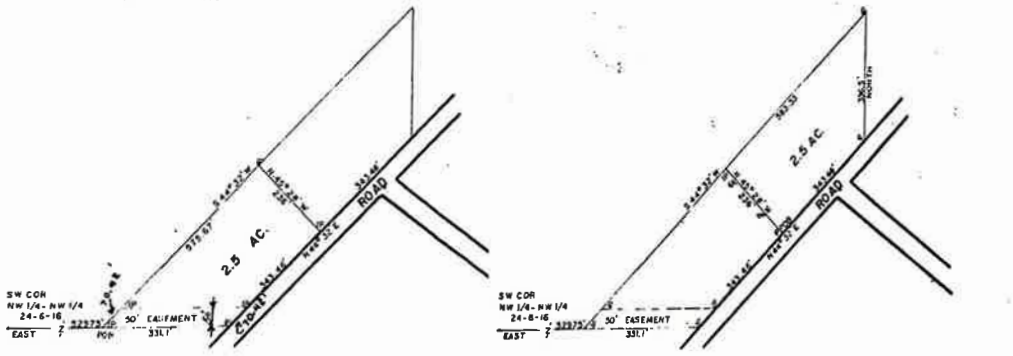
2022 12652
Recorded in the Above
Deed Book & Page
08-17-2022 10:08:45 AM
Timothy A Kellar
Hancock County

HANCOCK COUNTY SCHOOL DISTRICT
SIXTEENTH SECTION PUBLIC SCHOOL TRUST LANDS
AMENDMENT OF LEASE

WHEREAS that certain Residential Lease Contract (hereinafter "base lease") dated June 6, 2014 for a term of 25 years ending on June 5, 2039 was executed by and between the Hancock County Board of Education, as Lessor and Deana & Danny Garretti, as Lessee, and;

WHEREAS said base lease was filed for record in the Office of the Chancery Clerk of Hancock County, Mississippi, in Book 2014 at Page 12644 and; WHEREAS said base lease covers the following described land in Hancock County, Mississippi, Parcel# 036-0-24-021.000

Commencing at the SW Corner of the NW1/4 - NW 1/4, Section 24, T. 6S, R 16W, Hancock County, MS and run East for 806.85' to an iron pipe on the Northern ROW of public road, thence N 44° 32'E, along said ROW for 343.46' to an iron pipe marking the POB of traverse around land described below: TRAVERSE: From said POB run N 44°32'E, along said ROW for 343.46' to an iron pin and iron pipe, thence N for 336.5' to an iron pipe, thence S 44° 32' W for 583.33' to an iron pipe, thence S -45° 28' E for 236.0' to the POB. And Commencing at the SW Corner of the NW1/4 - NW1/4, and run East for 529.75' to an iron marking the POB of traverse around land described below: TRAVERSE: From said POB run E 331.1' to an iron on the Northern ROW of public RD, thence run N 44° 32'E, along said ROW for 343.46' to an iron pipe, thence run N 45° 28'W for 236.0' to an iron pipe, thence run S 44° 32'W for 575.67' to the POB. Said land containing 5.0 acres and being part of the NW1/4 - NW 1/4 of Section 24, T. 6 S., R. 16 W., Hancock County, MS. EASEMENT DESCRIPTION: POB being an iron located 529.75' E of the SW Corner of the NW1/4 -NW1/4 and run E for 331.1' to an iron on N ROW of public road, thence N 44°-32' E for 70.42' to an iron pipe, thence W for 331.1' to an iron pipe, thence S 44° 32'W for 70.42' to the POB.



WHEREAS paragraph 3 of said base lease allows for the review of the annual rent, pursuant to §29-3-1 Miss Code Ann (1972) as amended, on 8th and 16th anniversary dates of said lease; and WHEREAS the Hancock County School District has conducted its review of the leased premises as required by statute.

Attachment: Deana and Danny Garretti - Residential - Parcel #036-0-24-021.000 - Amendment. - recorded (11270 : Approve and authorize Board

AMENDMENT OF LEASE **PAGE 2**

WITNESSETH

Paragraph 3 of said base lease is amended as follows:

LESSEE agrees to pay each year the sum of Two Thousand Two Hundred Fifty Seven Dollars and 50/100---($2257.50) as annual rent, in advance, for the term hereof, subject to rent adjustments as hereafter provided. The first annual payment has been made with the execution hereof, and a like amount, subject to adjustment, shall be due and payable on each anniversary date.

Said base lease shall remain in force and effect as to all other provisions.

EXECUTED on this the 27th day of June, 2022

Deana Garretti
LESSEE

LESSEE

LESSOR, HANCOCK CO. SCHOOL DISTRICT

By: _____
SUPERINTENDENT OF EDUCATION

By: _____
PRESIDENT, BOARD OF EDUCATION

Approved by the Hancock County Board of Supervisors on the 15 day of August, 2022.

_____
President, Board of Supervisors

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: Deana and Danny Garretti - Residential - Parcel #036-0-24-021.000 - Amendment. - recorded (11270 : Approve and authorize Board

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 27th day of June, 2022, within my jurisdiction, the within named Deana & Danny Garretti who acknowledged that they executed the above and foregoing instrument.

<<SEAL>>

Regina C. Moran
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/22/2025

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 27th day of June, 2022, within my jurisdiction, the within named, **Teresa Merwin** who acknowledged that she is the **Superintendent of Education** for the **Hancock County School District** and that in said representative capacity she executed the above and foregoing instrument, after first having been authorized so to do.

<<SEAL>>

Regina C. Moran
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/22/2025

Attachment: Deana and Danny Garretti - Residential - Parcel #036-0-24-021.000 - Amendment. - recorded (11270 : Approve and authorize Board

AMENDMENT OF LEASE **PAGE 4**

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 27th day of June, 2022, within my jurisdiction, the within named **Jennifer Seal** who acknowledged that she is the **President** of the **Hancock County School District Board of Education**, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

<<SEAL>>

STATE OF MISSISSIPPI
REGINA C. MORAN
NOTARY PUBLIC
Hancock County
Commission Expires
October 22, 2025
COMMISSION NUMBER 61630

Regina C. Moran
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/22/2025

STATE OF MISSISSIPPI
COUNTY OFHANCOCK

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 15 day of August, 2022, within my jurisdiction, the within named Scotty Adam who acknowledged that he is **President** of the **Hancock County Board of Supervisors** and that in said representative capacity he executed the above and foregoing instrument, after first having been authorized so to do.

<<SEAL>>

VALERIE KILLEN FITTS
COMM. # 290903
NOTARY PUBLIC
COMMISSION EXPIRES 5-04-2025
HANCOCK COUNTY, STATE OF MISSISSIPPI

Valerie Killen Fitts
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/04/2025

Attachment: Deana and Danny Garretti - Residential - Parcel #036-0-24-021.000 - Amendment. - recorded (11270 : Approve and authorize Board

AMENDMENT OF LEASE **PAGE 5**

ADDRESS OF LESSOR:

Hancock County School Dist.
18375 Highway 603
Kiln, MS 39556

ADDRESS OF LESSEE:

Deana & Danny Garretti
23030 Rd 262
Picayune, MS 39466

INDEXING INSTRUCTION

SECTION: 24
TOWNSHIP: 6 South
RANGE: 16West

QUARTER SECTION: SW corner NW ¼-NW ¼

THIS INSTRUMENT WAS PREPARED BY: Regina Moran

Attachment: Deana and Danny Garretti - Residential - Parcel #036-0-24-021.000 - Amendment. - recorded (11270 : Approve and authorize Board

2022 12657
Deed Book & Page Garretti
2022 June

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

TAX ASSESSOR CERTIFICATE

I certify that current records on file in this Office indicate the **FAIR MARKET VALUE** of the parcel of Sixteenth Section School trust land described below.

SECTION 24 **TOWNSHIP** 6S **RANGE** 16W **TOTAL ACRES** 5

PARCEL NUMBER 036-0-24-021.000

TRUE/FAIR MARKET VALUE OF LAND = $ 37625
[The True/Fair Market Value is based on the Ad Valorem Tax Rolls in the Office of the County Tax Assessor, Hancock **County.]**

FAIR MARKET RENT FOR LAND = $ 2257.50 **PER ACRE/PER YEAR*** (circled)

IS THE LAND IS APPRAISED AT LESS THAN 100% OF ITS TRUE VALUE? NO ******

IS ANY PART OF THE LAND CLASSIFIED AS AGRICULTURE FOR PURPOSES OF VALUE DETERMINATION PURSUANT TO §27-35-50(4)(B)? NO ******

HAS IT BEEN MORE THAN 1 YEAR SINCE THE PROPERTY TAX ROLLS WERE REAPPRAISED PURSUANT TO MISSISSIPPI STATE TAX COMMISSION RULE 6 NO **?****

THIS THE 14th **DAY OF** February **20** 22

Sandra Hall
TAX ASSESSOR

PRIOR TO USE OF THIS FORM the following conditions must be meet:

1. There must be at least one competent appraiser on the Tax Assessor's staff. MISS. CODE ANN. §27-3-52 and §27-39-329 (Supp. 1987).
2. True/Fair Market Value must be determined and updated as required in MISS. CODE ANN §27-35-50(4)(a) (Supp. 2002).

THIS FORM MAY NOT BE USED FOR ANY PARCEL OF LAND CLASSIFIED AS FARM-RESIDENTIAL.

Revised 03/27/07

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* IN THE EVENT THE COUNTY TAX ASSESSOR WILL NOT ESTABLISH A FAIR MARKET RENT PLEASE CONTACT THE PUBLIC LANDS DIVISION MISSISSIPPI SECRETARY OF STATE'S OFFICE

** IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, THEN THE TAX ASSESSOR CERTIFICATE MAY NOT BE USED AND A PRIVATE APPRAISAL MUST BE OBTAINED TO DETERMINE TRUE/FAIR MARKET VALUE AND FAIR MARKET RENTAL VALUE.

Attachment: Deana and Danny Garretti - Residential - Parcel #036-0-24-021.000 - Amendment. - recorded (11270 : Approve and authorize Board

2022 12658
Deed Book & Page

DATA PROCESSING CHANGE SHEET

SECRETARY OF STATE — **16TH SECTION LANDS**

School District Number	School District Name
2300	HANCOCK COUNTY SCHOOL DISTRICT

Form prepared by	Telephone	Fax
REGINA MORAN	(228) 255-0376	(228) 255-0378

Reason For Change

[ ] New lease/no existing lease
[ ] Lease expired/delete lease record
[ ] Lease expired/replace with new lease
[ ] Other _____
[ ] Lease assigned
[ ] Lease amended
[✓] Rent adjusted

Date of Appraisal 2 / 14 / 2022
Fair Market Value of Land $ 37625.00
Appraised Rental Amount $ 2257.50

	Current or Expired Lease		New Lease or Change in Current Lease	
Lease Number	State Lease Number	Board Lease Number 16425		Board Lease Number
Section/Township/Range	24, T 6 S, R 16 W		_____, T_____, R_____	
Book/Page	Book 2014 Page 12644		Book _____ Page _____	
Lease Type	[✓] Surface	[ ] Mineral	[ ] Surface	[ ] Mineral
Land Classification	AGR CAT COM FRS FST IND OTH REC (RES) SCH	O G S C CGS NA X	AGR CAT COM FRS FST IND OTH REC RES SCH	O G S C CGS NA X
Land Sub-Classification	H (Forest land only)	E R	H (Forest land only)	E R
Number of Acres in Lease	5 Acres		Acres	
Date of Change in Lease			6 / 27 / 2022	
Beginning/Ending Date of Lease	Beginning Date / /	Ending Date / /	Beginning Date 6 / 3 / 2014	Ending Date 6 / 2 / 2039
Term of Lease	year(s)		25 year(s)	
Rent Adjustment Period/ Last Reviewed	Adjustment Period Years	Last Reviewed / /	Adjustment Period 8 years	Last Reviewed 2 / 14 / 2022
Lease Payments	Annual Rent $1950.00 / Lump Sum $. / Production $.		Annual Rent $2257.50 / Lump Sum $. / Production $.	
Date Lease Payment Received	/ /	/ / / /	/ /	/ / / /
Full Name of all Lessees (list all names exactly as they appear in lease)	Danny + Deana Garretti			
Description of Land in Lease (attach copy of description if additional space needed)			Described in lease – no changes in property Just rent adjustment from $1950.00 to $2257.50 See "Ex A" TA cert.	

CHANCERY CLERK ★ HANCOCK COUNTY, MS ★

Danny Meyer

Hancock County
I certify this instrument was filed on
08-17-2022 10:08:45 AM
and recorded in Deed Book
2022 at pages 12652 - 12658
Timothy A Kellar

Exhibit "B"

Attachment: Deana and Danny Garretti - Residential - Parcel #036-0-24-021.000 - Amendment. - recorded (11270 : Approve and authorize Board

Book: 18
Pg: 369

2022 12659
Recorded in the Above
Deed Book & Page
08-17-2022 10:14:58 AM
Timothy A Kellar
Hancock County

Prepared By:
REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

Return To:
REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

RESIDENTIAL LEASE
16th SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS RESIDENTIAL LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 1st day of July, 2022 by and between the LESSOR,

HANCOCK COUNTY SCHOOL DISTRICT
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

and LESSEE,

MATT WHITTEN
17039 GARDENIA ST.
KILN, MS 39556
(228) 493-1984

INDEXING INSTRUCTIONS:

Attachment: Matt Whitten - Residential - Parcel #055-0-16-001.000. - recorded (11270 : Approve and authorize Board President to sign HCSD

WITNESSETH:

That, for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, LESSOR does hereby lease, let and rent unto LESSEE the following classified "Residential lands", situated in HANCOCK County, Mississippi (hereinafter called the "Leased Premises") and described as:

Section 16 Township 6S Range 14W

SEE SURVEY AND DESCRIPTION ATTACHED AS EXHIBIT "A" TO THIS LEASE

1. Term. The term of this Lease Agreement shall be for Twenty-Four (24) years, beginning on the 1st day of July , 2022 , and terminating on the 30th day of June , 2047 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be July 11th of each year.

It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to LESSEE to renew this Lease Agreement for an additional "secondary term" of Twenty-Five (25) years from July 1, 2047, under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding the value of buildings and improvements not then owned by LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the initial primary term. LESSEE shall exercise said option to renew for the secondary term of Twenty-Five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the primary term as may be required by statute. The cost of the new appraisal shall be borne by LESSEE. A new lease shall be executed to effectuate the secondary term.

2. Rental Amount. LESSEE agrees and covenants to pay or cause to be paid to LESSOR annually, on or before the Anniversary Date of this Lease Agreement each year during the term hereof, rentals in the amount of Five Hundred and Ten dollars ($ 510.00). The first annual payment has been made with the execution hereof, and a like amount, subject to adjustment, shall be due and payable on each anniversary date. Subsequent payment of annual rent shall be due on or before the Anniversary Date of this Lease Agreement. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. Rents shall be adjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate) equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate,

Attachment: Matt Whitten - Residential - Parcel #055-0-16-001.000. - recorded (11270 : Approve and authorize Board President to sign HCSD

excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which the LESSOR is located, calculated according to the actuarial method.

3. Rent Adjustment. The eighth and every subsequent eight year Anniversary Date of the commencement of this Lease Agreement shall be the effective dates of rental adjustments, and on such dates the amount of annual rental due and payable hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the Leased Premises.

a. LESSOR shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before any adjustment date. In the event LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date, LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date), LESSOR may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall be made pursuant to the Mississippi Code of 1972, § 29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by LESSEE, using an appraiser selected by LESSOR.
b. Should the Statutory Procedure result in an increase in rent over the amount previously due, LESSEE, by notice in writing given to LESSOR within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:
    1. LESSEE may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the (i) the fair market value of the land unencumbered by this lease and (ii) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.
    2. The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of

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LESSEE'S appraiser, the two appraisers within such 10 day period shall each submit the names of three appraisers having the qualifications hereafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

3. The review appraiser shall review and analyze the two appraisal reports, and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.
4. The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the Leased Premises.

c. If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of LESSEE'S appraiser, the review appraiser and any additional charges of LESSOR'S appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.
d. The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.
e. The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.
f. The rent adjustment procedures will not delay the due date of rent at the existing annualrate and will not affect LESSOR'S right to declare a default if such rent is not timely paid.
g. LESSEE'S appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR'S appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR'S appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for

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collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. Assignment. This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR. In the event LESSEE owns improvements on Leased Premises, any purchaser of said improvements or any person or entity holding a contract to purchase said improvements shall have the right of first refusal to negotiate a new lease agreement with LESSOR.

6. Improvements. LESSEE agrees, at LESSEE'S own cost and expense, to keep all improvements in a good state of repair at all times and maintain the premises in good order and in a clean, sanitary and safe condition. While this Lease continues in force and effect, LESSEE shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of LESSEE'S improvements on the land as LESSEE may in his sole discretion elect so to do, and LESSOR, while this Lease or any extensions thereof continues in force and effect, shall have no ownership interest in any of LESSEE'S improvements. If any improvements are removed, LESSEE shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others. LESSEE shall have the right to construct new or replacement buildings or structures on the Leased Premises. In the event construction is contemplated, LESSEE shall submit a description of the general nature of the proposed improvement and its intended use to LESSOR for approval, which approval shall not be unreasonably withheld.

7. Default. The parties herein expressly agree that if default shall be made in the payment of any tax assessment or other charge made pursuant to this Lease Agreement, then and in any such event of default, it shall be lawful for LESSOR, its legal representatives or assigns, to enter upon the Leased Premises, or any part thereof, either with or without process of law, to re-enter and repossess the same, and to distrain for any rent or assessment that may be due thereon, at the election of LESSOR, but nothing herein is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid liens or assessment to that time. As to all other conditions, covenants and obligations imposed on LESSEE herein, enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said conditions, covenants and obligations, to restrain violation and to recover damages, if any, including reasonable expenses of litigation and a reasonable attorney's fee, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice to LESSEE. Invalidation of any provision(s) of this Lease by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

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8. Forfeiture. In the event of any forfeiture, default or cancellation of this Lease Agreement or termination under the terms hereof as aforesaid, LESSEE shall quit, deliver up and surrender possession of the Leased Premises, and all structures and improvements thereon to LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate and be utterly void, the same as if this Lease had not been made; and in addition thereto, LESSOR shall be entitled to whatever remedies it may have at law for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of LESSEE'S non fulfillment or nonperformance of the terms and conditions of this Lease. LESSEE shall pay to LESSOR all costs of collection of rent or enforcement of this Lease Agreement, including expenses of litigation and attorneys fees, regardless of whether suit is filed. Immediately upon the termination of this Lease in any manner, whether by litigation or forfeiture, LESSOR shall be entitled to take possession of the Leased Premises and all the improvements thereon absolutely, any custom, usage, or law to the contrary notwithstanding. Mobile homes, factory manufactured, complete with wheels, where permitted to be placed, may, however, be removed at the termination of the Lease Agreement, when termination is by the expiration of the full term, but not in the event of default.

9. Waste. LESSEE shall be responsible for any waste or damages that may be caused to LESSOR's property by the activities of LESSEE under this Lease Agreement, and shall exercise due diligence in the protection of all improvements, timber and other property of LESSOR, which may be located on the Leased Premises or in the vicinity thereof, against fire or damage from any and all other causes. LESSEE shall further comply with all applicable laws, rules, and regulations concerning LESSEE'S use of the property and/or obligations under this Lease Agreement. This obligation shall include, but not be limited to, compliance with federal, state and local environmental, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of soils, air or water arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this lease.

10. Indemnity. LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of Leased Premises by it, its officers, agents, subcontractors, employees, or invitees; provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents.

11. Right to Cure. Notwithstanding any DEFAULT of this Lease Agreement, any present or future holder of a mortgage or deed of trust representing money loaned on facilities located

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on the Leased Premises shall have the right of a sixty (60) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease may be invoked, such holder shall have reasonable time, which shall not be less than sixty (60) days, either to require the correction of such default, or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire title to such properties and correct such default.

12. Enjoyment. LESSEE shall have quiet and peaceable possession as long as compliance is made by LESSEE with the terms of this Lease Agreement. LESSEE, his heirs successors or assigns, shall occupy the premises as a single family residence; but this condition shall not prejudice rights of a holder of mortgage or deed of trust set forth elsewhere in this residential lease agreement. LESSEE certifies that there are no other dwellings on the Leased Premises other than LESSEE'S dwelling.

13. Reservation. LESSOR reserves title to all timber, the right to harvest said timber at LESSOR's discretion and to reseed or replant after harvest, together with title to all minerals and oil and gas, together with the right of ingress and egress to remove same, as provided by law. LESSOR reserves the right to grant or sell rights-of-way across the Leased Premises for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed or operated in a manner so as not to unreasonably interfere with LESSEE'S use of the property.

14. Mortgage. Any recorded mortgages or deed of trust may provide that any default by the LESSEE/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby. Notwithstanding any provision of this Lease to the contrary, in the event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof will receive all the rights and privileges of a LESSEE and likewise assume all responsibilities of a LESSEE as if such purchaser or transferee had initially been a LESSEE under this Lease Agreement.

15. Condemnation. In the event of condemnation or other taking for public use under powers of eminent domain of all or part of LESSEE'S interest in the Leased Premises, payments for such condemnation or taking of LESSEE'S leasehold interest shall be payable to LESSEE, or, if the LESSEE'S promises are encumbered by a mortgage or Deed of Trust, payment for the leasehold estate shall be made in accordance with the terms and provisions of such mortgage or Deed of Trust. Leasehold mortgagee (or trustee for restoration in the case of partial awards) shall be entitled to receive payment of a condemnation award to which LESSEE is entitled. The payment must not be less than the total award less the value of the land considered as unimproved.

16. Notices. All notices specified by this Lease Agreement shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either

Attachment: Matt Whitten - Residential - Parcel #055-0-16-001.000. - recorded (11270 : Approve and authorize Board President to sign HCSD

party may change the persons or addresses to whom notice may be given. 2022 12666 Book & Page

16th Section Manager

REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

To LESSEE:

MATT WHITTEN
17039 GARDENIA ST.
KILN, MS 39556
(228) 493-1984

17. Filing. Lessee will deliver a check in the requisite amount to the Lessor that is payable to the Chancery Clerk to cover recording fees. The Lessor will deliver this Lease Agreement to the Chancery Clerk of the necessary County for recording.

18. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

19. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

20. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of HANCOCK, Mississippi.

21. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

22. Supervisory Trustee. The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR

Attachment: Matt Whitten - Residential - Parcel #055-0-16-001.000. - recorded (11270 : Approve and authorize Board President to sign HCSD

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fails to do in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.

23. Additional Provisions. This Lease Agreement contains an Exhibit "B". Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE".

24. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement. This Lease Agreement contains Exhibits "A" and "B". If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

Attachment: Matt Whitten - Residential - Parcel #055-0-16-001.000. - recorded (11270 : Approve and authorize Board President to sign HCSD

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IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the _____ day of _____, 2___.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

HANCOCK COUNTY SCHOOL DISTRICT

School District

Superintendent: TERESA MERWIN

Board President: JENNIFER SEAL

APPROVED:

County Board of Supervisors

President:

Secretary of State:
Michael Watson

LESSEE:

Printed Name: Matthew R. Whitten Sr.

Attachment: Matt Whitten - Residential - Parcel #055-0-16-001.000. - recorded (11270 : Approve and authorize Board President to sign HCSD

ACKNOWLEDGMENTS

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Deed Book & Page

School District

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this 27th day of June, 2022, within my jurisdiction, the within named TERESA MERWIN, Superintendent of Schools and JENNIFER SEAL, school board President of the HANCOCK COUNTY School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the HANCOCK COUNTY School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

STATE OF MISSISSIPPI
REGINA C. MORAN
NOTARY PUBLIC
Hancock County
Commission Expires
October 22, 2025
COMMISSION NUMBER 61630

Regina C. Moran
Printed Name: Regina C. Moran
(Notary Public)
My Commission Expires: 10/22/2025

(Affix official seal, if applicable)

Board of Supervisors

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me the undersigned authority in and for the said county and state, on this the 15 day of August, 2022, within my jurisdiction, the within named Scotty Adam, who acknowledged to me that he / she is the President of the Board of Supervisors of HANCOCK County, Mississippi, and that in said representative capacity he / she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

VALERIE KILLEN FITTS
COMM. # 290963
NOTARY
PUBLIC
COMMISSION
EXPIRES 5-04-2025
HANCOCK COUNTY STATE OF MISSISSIPPI

Valerie Killen Fitts
Printed Name: Valerie Killen Fitts
(Notary Public)
My Commission Expires: 5/4/2025

(Affix official seal, if applicable)

Attachment: Matt Whitten - Residential - Parcel #055-0-16-001.000. - recorded (11270 : Approve and authorize Board President to sign HCSD

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ACKNOWLEDGMENTS

Lessee - Personal

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this the 27th day of June, 2022, within my jurisdiction, the within named Matt Whitten who acknowledged that he / she executed the above and foregoing instrument.

STATE OF MISSISSIPPI
REGINA C. MORAN
NOTARY PUBLIC
Hancock County
Commission Expires
October 22, 2025
COMMISSION NUMBER 61630

Regina C. Moran

Printed Name: Regina C. Moran
(Notary Public)
My Commission Expires: 10/22/2025 (Affix official seal, if applicable)

Lessee - Corporate

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me the undersigned authority in and for said county and state, on this the _____ day of _____, 2___, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the _____ of _____, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

_____

Printed Name: _____
(Notary Public)
My Commission Expires: _____ (Affix official seal, if applicable)

Attachment: Matt Whitten - Residential - Parcel #055-0-16-001.000. - recorded (11270 : Approve and authorize Board President to sign HCSD

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EXHIBIT "A": DESCRIPTION OF PROPERTY

PARCEL OF LAND IN THE NE4 OF THE NE4; COMMENCING AT AN IRON ROAD AT THE NE CORNER; THENCE S 0'.10'07E FOR 56.39 FT TO AN IRON ROD AT THE N MARGIN OF CC RD; THENCE S 49'06'32W FOR 297.31 FT TO AN IRON ROD AT THE N MARGIN OF CC ROAD; THENCE N 40'53'28W FOR 235.45 FT TO AN IRON ROD; THENCE S 49'06'32W FOR 185.00 FT TO AN IRON ROD; THENCE S 40'53'28E FOR 235.45 FT TO AN IRON ROD AT THE N MARGIN OF CC ROAD; THENCE; N 49'06'32 E FOR 185 FT ALONG THE N MARGIN OF CC ROAD TO THE POB SAID PARCEL CONTAINS 1 ACRE, MORE OR LESS.

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EXHIBIT "B": ADDITIONAL PROVISIONS

none

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SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this RESIDENTIAL Lease Agreement between

HANCOCK COUNTY SCHOOL DISTRICT

as LESSOR and MATT WHITTEN as LESSEE with a rent amount of $ 510.00 dated 1st day of July , 2022 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HANCOCK COUNTY School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

Michael Watson

Secretary of State:
Michael Watson

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M. Whitten
T. Hill
May 2022

STATE OF MISSISSIPPI

COUNTY OF Hancock

TAX ASSESSOR CERTIFICATE

I certify that current records on file in this Office indicate the **FAIR MARKET VALUE** of the parcel of Sixteenth Section School trust land described below.

SECTION 16 **TOWNSHIP** 6 **RANGE** 14W **TOTAL ACRES** 1

PARCEL NUMBER 055-0-16-001.002

TRUE/FAIR MARKET VALUE OF LAND = $ 8500 @ 8500 **PER ACRE**
[The True/Fair Market Value is based on the Ad Valorem Tax Rolls in the Office of the County Tax Assessor, Hancock County.]

FAIR MARKET RENTAL VALUE OF LAND = $ 510.00 **PER ACRE/PER YEAR***

IS THE LAND IS APPRAISED AT LESS THAN 100% OF ITS TRUE VALUE? NO **

IS ANY PART OF THE LAND CLASSIFIED AS AGRICULTURE FOR PURPOSES OF VALUE DETERMINATION PURSUANT TO §27-35-50(4)(B)? NO **

HAS IT BEEN MORE THAN 1 YEAR SINCE THE PROPERTY TAX ROLLS WERE REAPPRAISED PURSUANT TO MISSISSIPPI STATE TAX COMMISSION RULE 6 NO **?**

THIS THE 17TH **DAY OF** MAY **200** 22

CHANCERY CLERK * HANCOCK COUNTY, MS

Hancock County
I certify this instrument was filed on
08-17-2022 10:14:58 AM
and recorded in Deed Book
2022 at pages 12659 - 12674
Timothy A Kellar

Signed: Richard Joyce Chief Appraiser
TAX ASSESSOR

PRIOR TO USE OF THIS FORM the following conditions must be meet:

1. There must be at least one competent appraiser on the Tax Assessor's staff. MISS. CODE ANN. §27-3-52 and §27-39-329 (Supp. 1987).
2. True/Fair Market Value must be determined and updated as required in MISS. CODE ANN §27-35-50(4)(a) (Supp. 2002).

THIS FORM MAY NOT BE USED FOR ANY PARCEL OF LAND CLASSIFIED AS FARM-RESIDENTIAL.

Revised 09/05/06

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* IN THE EVENT THE COUNTY TAX ASSESSOR WILL NOT ESTABLISH A FAIR MARKET RENTAL VALUE PLEASE CONTACT THE PUBLIC LANDS DIVISION MISSISSIPPI SECRETARY OF STATE'S OFFICE

** IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, THEN THE TAX ASSESSOR CERTIFICATE MAY NOT BE USED AND A PRIVATE APPRAISAL MUST BE OBTAINED TO DETERMINE TRUE/FAIR MARKET VALUE AND FAIR MARKET RENTAL VALUE.

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Recorded in the Above
Deed Book & Page
08-17-2022 10:20:37 AM
Timothy A Kellar
Hancock County

Prepared By:
REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

Return To:
REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

RECREATIONAL LEASE
16th SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS RECREATIONAL LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 10th day of July, 2022 by and between the LESSOR,

HANCOCK COUNTY SCHOOL DISTRICT
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

and LESSEE,

HANCOCK COUNTY BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST, LOUIS, MS 39520
(228) 467-0172

INDEXING INSTRUCTIONS:

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park. - recorded (11270 : Approve

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WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, and by the authority and under the direction of the LESSOR, LESSOR does hereby lease, let and rent unto LESSEE the following described land (hereinafter the "Leased Premises") to-wit:

Section 29 Township 5S Range 15W

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

1. Term. The term of this Lease Agreement shall be for Ten (10) years, beginning on the 10th day of July , 2022 , and terminating on the 9th day of July , 2032 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be July 10th of each year.

It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to LESSEE to renew this Lease Agreement for an additional "secondary term" of Twenty-Five (25) years from July 10, 2032 , under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding the value of buildings and improvements not then owned by LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the initial primary term. LESSEE shall exercise said option to renew for the secondary term of Twenty-Five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the primary term as may be required by statute. The cost of the new appraisal shall be borne by LESSEE. A new lease shall be executed to effectuate the secondary term.

2. Annual Rent. LESSEE covenants and agrees to pay as rent to LESSOR the sum of Two Thousand One Hundred and Twenty-Five dollars and Five cents ($ 2125.05) per annum, on or before the Anniversary Date of this Lease Agreement each year; provided, however, that the payment of rent for the first year of this lease shall be due at the time of approval by LESSOR. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid.

Rents shall be adjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any

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surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which LESSOR is located, calculated according to the actuarial method.

3. Rent Adjustment. The eighth and every subsequent eight year Anniversary Date of the commencement of this Lease Agreement shall be the effective dates of rental adjustments, and on such dates the amount of annual rental due and payable hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the Leased Premises.

a. LESSOR shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before any adjustment date. In the event LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date, LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date), LESSOR may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent.The reappraisal shall be made pursuant to the Mississippi Code of 1972, § 29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by LESSEE, using an appraiser selected by LESSOR.

b. Should the Statutory Procedure result in an increase in rent over the amount previously due, LESSEE, by notice in writing given to LESSOR within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:

   1. LESSEE may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the (i) the fair market value of the land unencumbered by this lease and (ii) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.
   2. The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of

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LESSEE'S appraiser, the two appraisers within such 10 day period shall each submit the names of three appraisers having the qualifications hereafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

3. The review appraiser shall review and analyze the two appraisal reports, and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.
4. The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the Leased Premises.

c. If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of LESSEE'S appraiser, the review appraiser and any additional charges of LESSOR'S appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.
d. The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.
e. The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.
f. The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect LESSOR'S right to declare a default if such rent is not timely paid.
g. LESSEE'S appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR'S appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR'S appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given

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to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. Default. The parties herein expressly agree that if DEFAULT shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Agreement, then and in any event of DEFAULT it shall be lawful for LESSOR to enter upon the Leased Premises, or any part thereof, after LESSOR has provided thirty (30) days prior written notice to LESSEE and upon LESSEE'S failure to cure such DEFAULT within said thirty (30) days, either with or without the process of law, to re-enter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of LESSOR, but nothing here is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid rent or assessment to that time.As to all other conditions, covenants, and obligations imposed on LESSEE herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers, which LESSEE expressly agrees to pay.Such enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days written notice. Enforcement proceedings shall include the right of the tax collector to recover any tax, assessment, fees and costs.

6. Remedies. In the event of any FORFEITURE, DEFAULT, OR CANCELLATION of this Lease Agreement or termination of the term therefore aforesaid, LESSEE shall quit, deliver up and surrender possession of the Leased Premises, and all LESSOR-owned structures and improvements thereon to LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease Agreement had not been made. At LESSOR'S option LESSEE shall be required to remove all LESSEE-owned improvements. In addition thereto LESSOR shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of LESSEE'S non-fulfillment or nonperformance of the terms and conditions of this Lease Agreement including costs for removing LESSEE-owned improvements.

Immediately upon the termination of this Lease Agreement, whether by FORFEITURE, DEFAULT, or CANCELLATION, LESSOR shall be entitled to take possession of Leased Premises and all LESSOR- owned improvements thereon absolutely, notwithstanding custom, usage, or law to the contrary. Any removal of property from the Leased Premises shall be accomplished so as to leave Leased Premises in a condition satisfactory to LESSOR. At LESSOR'S option LESSEE shall remove all of LESSEE'S property within thirty (30) days of LESSOR'S repossession.LESSEE shall be subject to the accrual of rent during said thirty (30) day period.

7. Curing Default. Notwithstanding any DEFAULT provisions of this Lease Agreement, any

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present or future holder of a mortgage or deed of trust securing money loaned on facilities located on the Leased Premises shall have the right of a thirty (30) day notice of default within which to cure any DEFAULT which may be cured by the payment of money. In addition, for any other DEFAULT for which a forfeiture of said Lease Agreement may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed DEFAULT and shall have a reasonable time, which shall not be less than Thirty (30) days, either to require the correction of such DEFAULT or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire a leasehold in Leased Premises and correct such DEFAULT. LESSEE hereby covenants and agrees to notify LESSOR of the existence of all such mortgages, deeds of trust other secured encumbrances and that, in the absence of such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.

8. Assignment. This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR.In the event LESSEE owns improvements on the Leased Premises, any purchaser of said improvements or any person or entity holding a contract to purchase said improvements shall have the right of first refusal to negotiate a new lease agreement with LESSOR.

9. Breach of Lease Agreement. If LESSEE breaches any of the provisions of this instrument and fails to cure the same after thirty (30) days written notice from the LESSOR, then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR, or the Secretary of State, as supervisory trustee, (in the event the Secretary of State institutes legal action) its reasonable costs and expenses in enforcing the Lease Agreement, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

10. Notices. All notices specified by this Lease Agreement shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to whom notice shall be given.

16th Section Manager

REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

To LESSEE:

HANCOCK COUNTY BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST, LOUIS, MS 39520
(228) 467-0172

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park. - recorded (11270 : Approve

11. Insurance. LESSEE shall maintain contractual and comprehensive general liability insurance with a company acceptable to LESSOR and the Secretary of State with a minimum combined single limit of liability of one million dollars ($1,000,000.00) and LESSEE shall maintain a similar policy for an excess limit of liability of one million dollars ($1,000,000.00) for personal injuries or death of persons or destruction of property arising out of its operation, use or occupancy of the Leased Premises. LESSEE shall furnish proof of insurance to LESSOR, shall keep this insurance in full force and effect, and shall furnish LESSOR notice if the coverage is placed with another insurance company. The amount of the insurance coverage shall be adjusted every ten years on each tenth anniversary of this Lease Agreement for inflation according to the procedures then set forth by the Office of the Secretary of State of Mississippi.

12. Indemnification. LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of Leased Premises by it, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of the loss of claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

13. Waste. LESSEE shall be responsible for any damage that may be caused to LESSOR'S property by the activities of LESSEE, its employees, agents, contractors, and invitees under this Lease Agreement, and shall exercise reasonable care in the protection of all improvements, timber and other property of LESSOR which may be located on the Leased Premises or in the vicinity whereon, against fire or damage from any and all other causes. LESSEE, its employees, agents, contractors, and invitees shall exercise reasonable care in conducting the activities permitted under this Lease Agreement, and shall not, in any event, commit waste or allow waste to be committed.

14. Quiet Possession. LESSEE shall have quiet and peaceful possession of said property so long as compliance is made by LESSEE with the terms of this agreement.

15. Bankruptcy or Judgments. LESSEE hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against LESSEE in any court of competent jurisdiction, LESSOR shall have the right at its

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park. - recorded (11270 : Approve

option, to cancel this Lease Agreement. LESSEE further covenants and agrees that this Lease Agreement and the interest of LESSEE hereunder shall not, without the written consent of LESSOR first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said LESSEE.

16. Condemnation. If the whole of the leased premises, or such portion thereof as will make the Leased Premises unsuitable for LESSEE'S normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this Lease Agreement shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE. It is provided, however, that nothing herein shall preclude LESSEE from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation or any other damages to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

17. Recreational Purpose. LESSEE certifies that the Leased Premises is being used for recreational purposes.

18. General Duties of LESSEE. LESSEE agrees:

a. To comply with all laws and ordinances applicable to the use of the Leased Premise.
b. To allow inspection of the Leased Premised during normal business hours by any persons responsible for management or supervision of the property or this lease acting in their official capacity.
c. To perform all obligations herein expressed in a prompt fashion, without notice or demand.
d. To surrender the Leased Premises upon termination or expiration of this Lease Agreement, with improvements to be in the condition as herein specified.
e. To provide LESSOR, at each Anniversary Date, written certification by LESSEE of compliance with the provisions of this Lease Agreement.
f. To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials, to keep grass and other vegetation clipped, and to keep all levees and ponds, if any, in a well maintained condition.

19. Alteration. It is expressly agreed by and between the parties that LESSEE will not make any alteration upon the Leased Premises without the express prior written consent of LESSOR and that LESSEE will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any business deemed extra-hazardous on account of fire or otherwise; nor will LESSEE permit the same to be used for any immoral or unlawful purpose. LESSEE also covenants and agrees to maintain the Leased Premises in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

20. Reservations. LESSOR reserves title to all oil or gas, coal, lignite or other minerals in, on, or under the Leased Premises, together with the right to enter and remove the same, but

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park. - recorded (11270 : Approve

not in a manner which interferes with LESSEE'S operations on the Leased Premises.

21. Timber. LESSOR reserves and excepts from said lease all timber now or during the term, being situated on the Leased Premises with right of ingress and egress to remove same, and with the right to sell all or any part of said timber without breach of any right of LESSEE hereunder.

22. Rights-of-Way. LESSOR reserves the right to grant or sell rights-of-way across said lands for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

23. Recording. Lessee will deliver a check in the requisite amount to the Lessor that is payable to the Chancery Clerk to cover recording fees. The Lessor will deliver this Lease Agreement to the Chancery Clerk of the necessary County for recording.

24. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

25. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

26. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of HANCOCK, Mississippi.

27. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

28. Supervisory Right. The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.

29. Additional Provisions. This Lease Agreement contains an Exhibit "B". Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE".

30. Entire Agreement. This Lease Agreement shall constitute the entire agreement between

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park. - recorded (11270 : Approve

the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement. This Lease Agreement contains Exhibits "A" and "B". If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park. - recorded (11270 : Approve

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the _____ day of _____, 2___.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

HANCOCK COUNTY SCHOOL DISTRICT

School District

Superintendent: TERESA MERWIN

Board President: JENNIFER SEAL

APPROVED:

County Board of Supervisors

President:

Secretary of State:
Michael Watson

LESSEE:

Printed Name:

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park. - recorded (11270 : Approve

ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this 27th day of June, 2022, within my jurisdiction, the within named TERESA MERWIN, Superintendent of Schools and JENNIFER SEAL, school board President of the HANCOCK COUNTY School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the HANCOCK COUNTY School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

Regina C. Moran

Printed Name: Regina C. Moran
(Notary Public)
My Commission Expires: 10/22/2025

STATE OF MISSISSIPPI
REGINA C. MORAN
NOTARY PUBLIC
Hancock County
Commission Expires
October 22, 2025
COMMISSION NUMBER 61630

(Affix official seal, if applicable)

Board of Supervisors

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me the undersigned authority in and for the said county and state, on this the 15 day of August, 2022, within my jurisdiction, the within named Scotty Adam, who acknowledged to me that he / she is the President of the Board of Supervisors of HANCOCK County, Mississippi, and that in said representative capacity he / she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

Valerie Killen Fitts

Printed Name: ValerieKillenFitts
(Notary Public)
My Commission Expires: 5/04/2025

VALERIE KILLEN FITTS
COMM. # 290903
NOTARY
PUBLIC
COMMISSION
EXPIRES 5-04-2025
HANCOCK COUNTY STATE OF MISSISSIPPI

(Affix official seal, if applicable)

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park. - recorded (11270 : Approve

ACKNOWLEDGMENTS

Lessee - Personal

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this the 27th day of June, 2022, within my jurisdiction, the within named Hancock County Bd of Supervisors, who acknowledged that he / she executed the above and foregoing instrument.

Valerie Killen Fitts

Printed Name: Valerie Killen Fitts
(Notary Public)
My Commission Expires: 5/04/2025

VALERIE KILLEN FITTS COMM. # 290903 NOTARY PUBLIC COMMISSION EXPIRES 5-04-2025 HANCOCK COUNTY, STATE OF MISSISSIPPI

(Affix official seal, if applicable)

Lessee - Corporate

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me the undersigned authority in and for said county and state, on this the 15 day of August, 2022, within my jurisdiction, the within named Scotty Adam, who acknowledged to me that he / she is the President of Hancock County Board of Supervisors, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

Valerie Killen Fitts

Printed Name: Valerie Killen Fitts
(Notary Public)
My Commission Expires: 5/04/2025

VALERIE KILLEN FITTS COMM. # 290903 NOTARY PUBLIC COMMISSION EXPIRES 5-04-2025 HANCOCK COUNTY, STATE OF MISSISSIPPI

(Affix official seal, if applicable)

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park. - recorded (11270 : Approve

EXHIBIT "A": DESCRIPTION OF PROPERTY

2022 12688
Year Book & Page

Leetown Ball Park - consisting of that PART OF THE SE4 of the NE4 lying immediately southeast of the intersection of Leetown Road and Caesar-Necaise Road, in Section 16-5S-15-W, Hancock County, MS.

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park. - recorded (11270 : Approve

EXHIBIT "B": ADDITIONAL PROVISIONS

2022 12689
Deed Book & Page

none

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park. - recorded (11270 : Approve

2022 12690
Deed Book & Page

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this RECREATIONAL Lease Agreement between

HANCOCK COUNTY SCHOOL DISTRICT

as LESSOR and HANCOCK COUNTY BOARD OF SUPERVISORS as LESSEE with a rent amount of $ 2125.05 dated 10th day of July , 2022 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HANCOCK COUNTY School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

Michael Watson

Secretary of State:
Michael Watson

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park. - recorded (11270 : Approve

2022 Deed Book & Page Recreational HCBS-Leetown Ballpa

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

TAX ASSESSOR CERTIFICATE

I certify that current records on file in this Office indicate the **FAIR MARKET VALUE** of the parcel of Sixteenth Section School trust land described below.

SECTION 29 TOWNSHIP 5S RANGE 15W TOTAL ACRES 11.37

PARCEL NUMBER 029-0-29-006.000

TRUE/FAIR MARKET VALUE OF LAND = $ 42,501 @ 3738 PER ACRE 5%
[The True/Fair Market Value is based on the Ad Valorem Tax Rolls in the Office of the County Tax Assessor, HANCOCK County.]

FAIR MARKET RENTAL VALUE OF LAND = $ 2125.05 PER ACRE/PER YEAR*

IS THE LAND IS APPRAISED AT LESS THAN 100% OF ITS TRUE VALUE? NO **

IS ANY PART OF THE LAND CLASSIFIED AS AGRICULTURE FOR PURPOSES OF VALUE DETERMINATION PURSUANT TO §27-35-50(4)(B)? NO **

HAS IT BEEN MORE THAN 1 YEAR SINCE THE PROPERTY TAX ROLLS WERE REAPPRAISED PURSUANT TO MISSISSIPPI STATE TAX COMMISSION RULE 6 NO ?**

THIS THE 14th DAY OF JUNE 200 22

Richard D. Lyon Jr.
TAX ASSESSOR

PRIOR TO USE OF THIS FORM the following conditions must be meet:

1. There must be at least one competent appraiser on the Tax Assessor's staff. MISS. CODE ANN. §27-3-52 and §27-39-329 (Supp. 1987).
2. True/Fair Market Value must be determined and updated as required in MISS. CODE ANN §27-35-50(4)(a) (Supp. 2002).

THIS FORM MAY NOT BE USED FOR ANY PARCEL OF LAND CLASSIFIED AS FARM-RESIDENTIAL.

Revised 09/05/06

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* IN THE EVENT THE COUNTY TAX ASSESSOR WILL NOT ESTABLISH A FAIR MARKET RENTAL VALUE PLEASE CONTACT THE PUBLIC LANDS DIVISION MISSISSIPPI SECRETARY OF STATE'S OFFICE

** IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, THEN THE TAX ASSESSOR CERTIFICATE MAY NOT BE USED AND A PRIVATE APPRAISAL MUST BE OBTAINED TO DETERMINE TRUE/FAIR MARKET VALUE AND FAIR MARKET RENTAL VALUE.

Exhibit "A"

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park. - recorded (11270 : Approve

DATA PROCESSING CHANGE SHEET

2022 12692
Deed Book & Page

16TH SECTION LANDS

SECRETARY OF STATE

School District Number	School District Name	
2300	HANCOCK COUNTY SCHOOL DISTRICT	
Form prepared by: REGINA MORAN	Telephone: (228) 255-0376	Fax: (228) 255-0378

Reason For Change

- [ ] New lease/no existing lease
- [ ] Lease expired/delete lease record
- [x] Lease expired/replace with new lease
- [ ] Other _____
- [ ] Lease assigned
- [ ] Lease amended
- [ ] Rent adjusted

Date of Appraisal: 6 / 14 / 2022
Fair Market Value of Land: $ 42501.00
Appraised Rental Amount: $ 2125.05

	Current or Expired Lease	New Lease or Change in Current Lease
Lease Number	State Lease Number / Board Lease Number: 20220	Board Lease Number
Section/Township/Range	29, T 5 S, R 15 W	_____, T_____, R_____
Book/Page	Book _____ Page _____	Book _____ Page _____
Lease Type	[x] Surface [ ] Mineral	[ ] Surface [ ] Mineral
Land Classification	AGR CAT COM FRS FST IND OTH (REC) RES SCH; O G S C CGS NA X	AGR CAT COM FRS FST IND OTH REC RES SCH; O G S C CGS NA X
Land Sub-Classification	H (Forest land only) E R	H (Forest land only) E R
Number of Acres in Lease	11.37 Acres	11.37 Acres
Date of Change in Lease		6 / 27 / 2022
Beginning/Ending Date of Lease	Beginning Date ___/___/___ Ending Date ___/___/___	Beginning Date 07 / 10 / 2022 Ending Date 7 / 9 / 2032
Term of Lease	year(s)	year(s)
Rent Adjustment Period/ Last Reviewed	Adjustment Period Years; Last Reviewed ___/___/___	Adjustment Period 10 years; Last Reviewed 6 / 14 / 2022
Lease Payments	Annual Rent $_____; Lump Sum $_____; Production $_____	Annual Rent $ 2125.05; Lump Sum $_____; Production $_____
Date Lease Payment Received	___/___/___ ___/___/___ ___/___/___	___/___/___ ___/___/___ ___/___/___
Full Name of all Lessees (list all names exactly as they appear in lease)	Hancock County Board of Supervisors Leetown Ballpark	
Description of Land in Lease (attach copy of description if additional space needed)		See description in Lease agreement No Amendment to Property only rental Adjustment.

CHANCERY CLERK ★ HANCOCK COUNTY, MS ★

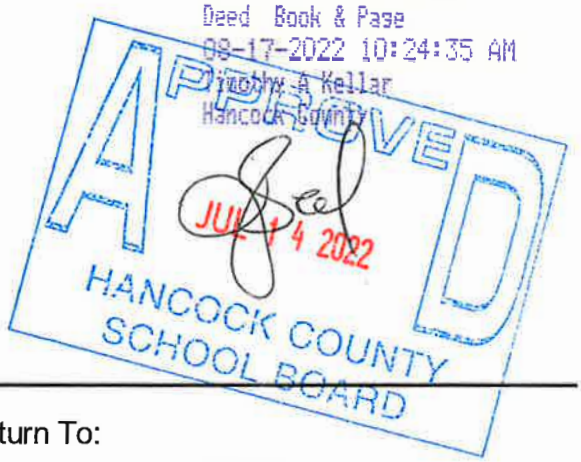
Hancock County
I certify this instrument was filed o
08-17-2022 10:20:37 AM
and recorded in Deed Book
2022 at pages 12675 - 12692
Timothy A Kellar

Exhibit

Attachment: Hancock County Board of Supervisors - Recreational - Parcel #029-0-29-006.000 - Leetown ball park. - recorded (11270 : Approve

BOOK: 18
PG: 382

2022 12693
Recorded in the Above
Deed Book & Page
08-17-2022 10:24:35 AM
Timothy A Kellar
Hancock County



8.K.1.m

Prepared By:
REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

Return To:
REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

HUNTING AND FISHING LEASE
16th SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS HUNTING AND FISHING LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 1st day of August, 2022 by and between the LESSOR,

HANCOCK COUNTY SCHOOL DISTRICT
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

and LESSEE,

REINHARD SCHUSTER AND IRVIN TEMPLET, JR.
11174 CAESAR NECAISE RD
PICAYUNE, MS 39466
(601) 749-4148

INDEXING INSTRUCTIONS:

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003. - recorded (11270 : Approve and authorize Board

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, and by the authority and under the direction of the LESSOR, LESSOR does hereby lease, let and rent unto LESSEE the following described land (hereinafter the "Leased Premises") to-wit:

Section 29 Township 5S Range 15W

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

1. Term. The term of this Lease Agreement shall be for (0) years, beginning on the 1st day of August , 2022 , and terminating on the 31st day of July , 2023 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be July 31st of each year.

Provided that this lease has not been terminated prior to the expiration date hereof and that LESSEE is in compliance with all terms and provisions of this lease, LESSEE may extend this lease upon the terms and in the manner provided in MISS. CODE ANN. 1972 §29-3-41 or such other statute as then may be applicable.

2. Annual Rent. LESSEE covenants and agrees to pay as rent to LESSOR the sum of Five Hundred and Thirty-Five dollars ($ 535.00) per annum, on or before the Anniversary Date of this Lease Agreement each year; provided, however, that the payment of rent for the first year of this lease shall be due at the time of approval by LESSOR.The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which LESSOR is located, calculated according to the actuarial method.

3. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003. - recorded (11270 : Approve and authorize Board

Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

4. Forest Lands Purpose. The Leased Premises covered by this lease is classified as FORESTLAND as provided by law.LESSEE recognizes, understands and acknowledges that LESSOR holds the Leased Premises for the purpose of planting, growing, protecting, maintaining, conserving, and harvesting therefrom trees, timber, pulpwood, and other forest products. Therefore, LESSEE'S exercise of any of its rights under this agreement shall in no way impede or hinder LESSOR in the full development, use, protection and enjoyment of said land as above described, and if it becomes necessary, expedient or advisable for LESSOR to prohibit, curtail, or suspend all hunting and or fishing on the Leased Premises, LESSOR shall have the right to do so upon written notice thereof to LESSEE, or LESSOR may cancel this lease as provided hereinafter. LESSEE further agrees that all rights, titles, and privileges hereunder granted are, and shall be all times expressly subject to LESSOR'S basic and primary right to prevent any fires, waste, nuisance, or unnecessary injury to said property or to the commercial values thereof.

5. Default. Any one of the following events shall constitute ground for immediate DEFAULT of this lease, at LESSOR'S option:

i. Failure to pay rent, or any taxes or assessments within 60 days after the due date thereof;
ii. Use of the Leased Premises for commercial hunting operation;
iii. Any breach by LESSEE of any covenant, duty or obligation of this Lease Agreement.

In the event of LESSEE'S breach of any covenant or obligation contained in this lease, excepting the obligation to pay rent, taxes or assessments, LESSEE shall be entitled to notice in writing of the breach and shall have thirty (30) days from the date of the notice to cure or correct such breach. Upon the failure of LESSEE to correct or cure such breach, LESSOR shall have the option to declare this lease in immediate default. No notice to LESSEE is required prior to declaring this lease in default for the failure to pay any rent, tax, or assessment hereunder. LESSOR'S failure to assert any grounds for default shall not be deemed a waiver of the right to do so at any later time.

6. Remedies. Upon declaring this lease in default, LESSOR shall have the following rights and may exercise anyone or more of the following remedies in addition to such other rights, remedies, penalties and liens as may be allowed by other provision of this lease, by law or in equity: (a) LESSOR may declare this lease terminated and may then enter upon and take possession of the Leased Premises; LESSOR shall not be obligated to re-let the premises, but any amount received pursuant to any subsequent lease shall be the exclusive property of LESSOR; (b) LESSOR may declare all rent for the remaining term of the lease to be immediately due and payable and LESSEE shall be liable therefor with interest until paid at the highest rate allowed by law; upon failure to pay the same promptly, LESSOR may declare this lease terminated and may collect the accelerated amount of rentals due without credit to LESSEE for any sums received on re-letting; (c) LESSOR may permit this lease to remain in

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003. - recorded (11270 : Approve and authorize Board

force and may collect rents in intervals or as the same accrue; (d) LESSOR may require specific performance of LESSEE'S obligations with respect to condition of the premises or may hold LESSEE liable for the cost of performing such obligations.

7. Breach of Lease Agreement. If LESSEE breaches any of the provisions of this Lease Agreement and fails to cure the same after thirty (30) days written notice from LESSOR (as to a breach for which notice is applicable), then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR its reasonable costs and expenses in enforcing the Lease Agreement, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

8. Assignment. This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR.

9. Notices. All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to whom notice shall be given.

16th Section Manager

REGINA C. MORAN
18375 HWY 603
KILN, MS 39556
(228) 255-0376 10000

To LESSEE:

REINHARD SCHUSTER AND IRVIN TEMPLET, JR.
11174 CAESAR NECAISE RD
PICAYUNE, MS 39466
(601) 749-4148

10. Indemnification. LESSEE shall protect, indemnify, defend save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of the Leased Premises by LESSEE, its officers, agents, subcontractors, employees or invitees.Provided, however, it is understood that the indemnity provided by LESSEE as described in this

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003. - recorded (11270 : Approve and authorize Board

paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of the loss of claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

11. Condemnation. If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for LESSEE'S permitted activities, should be condemned for any public use or conveyed under threat of condemnation, then this lease shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE.It is provided, however, that nothing herein shall preclude LESSEE from prosecuting any claim directly against the condemning authority for damages or any other amounts to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

12. General Duties of LESSEE. LESSEE expressly covenants and agrees:

a. To use every precaution to protect the aforesaid timber, trees, and forest products from fire or other damage, and to that end, LESSEE will assist and exercise every effort in putting out any fire that may occur on said lands. In the event that any fire shall be willfully or negligently started or allowed to escape on said lands by LESSEE, LESSOR shall have the right immediately to cancel this lease without notice, and any unearned rentals heretofore paid shall be forfeited to LESSOR. In addition, LESSOR shall be entitled to recover from LESSEE any damages which LESSOR sustains as the result of such fire;
b. Not to damage any tree or tree seedlings in any way, nor cut or pierce any tree of any kind, dead or alive, and not to attach any stand or blind or other paraphernalia to any tree of any kind except with the prior written permission of the County Forester or authorized timber manager; and further, to assume responsibility, and to pay for any trees, timber, or other forest products that may be cut, used, damaged and/or removed from said lands by LESSEE;
c. To comply, and to require compliance by all persons to whom hunting and/or fishing privileges as aforesaid shall be extended hereunder, with all laws, rules and regulations now existing or hereinafter enacted by any county, state, or federal authority with respect to uses and activities permitted hereunder. Any violation of any such laws, rules or regulations shall constitute a material breach of this lease and shall give LESSOR the right and privilege of canceling this lease, with or without notice, and in such an event any unearned rentals paid hereunder shall be forfeited to LESSOR as liquidated damages for breach of this agreement. Bag limits and fishing limits and the length of hunting and fishing seasons shall strictly conform to the effective local, state or federal game laws and regulations;
d. To exercise all reasonable precautions in and about the enjoyment of LESSEE'S rights hereunder with respect to LESSEE'S safety and the safety of others using said privileges under LESSEE'S authority;
e. Not to construct or install upon said lands any plantings, food plots, roads, bridges, fences, camps, buildings, lodges, shelters, docks, dog pens, piers, landings or other

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003. - recorded (11270 : Approve and authorize Board

structures, permanent or temporary, without having first obtained in writing the consent of LESSOR thereto;

f. Not to hinder, impede or deny access to representatives, agents or employees of the LESSOR, the Mississippi Forestry Commission, the Mississippi Department of Wildlife Fisheries and Parks or the Secretary of State while carrying out their official responsibilities; instead, LESSEE covenants and agrees to cooperate with these representatives in carrying out their official responsibilities; LESSEE further agrees to furnish his name, address and telephone number to the County Forester or forest manager and to keep said information current with said individual;
g. Not to conduct or permit the conduct of any unlawful or immoral activities upon the Lease Premises;
h. To exercise due diligence in the protection of the topsoil and other property of LESSOR on the Leased Premises. And not to bring or leave litter, trash, rubbish or any toxic or hazardous substance upon the Leased Premises. And not to commit, cause to be committed or permit any act of waste upon the Leased Premises. Waste shall include, but shall not be limited to acts, or the failure to act, that result in the loss of topsoil, or the contamination of soil, or surface or ground water;
i. To be responsible to LESSOR for any and all damages to the Leased Premises caused by the activities of LESSEE;
j. Not to use, or permit the use of the Leased Premises for any activity deemed extra-hazardous;
k. Not to use vehicles on any road or any part of the Leased Premises while the soil is wet to the extent that ruts and erosion will result on the road or land from such use;
l. To maintain the Leased Premises in a neat and orderly manner and refrain from creating or causing any unsafe or unsightly conditions, attractive nuisances or other nuisances;
m. To strictly comply with all federal, state and local laws and regulations pertaining to the environment including, but not limited to, laws and regulations relating to air, water, soil and toxic or hazardous substances;
n. Not to make any alteration upon the Leased Premises without the express prior written consent of LESSOR;
o. Not to alter or obstruct any drain or drainage way on the Leased Premises;
p. To surrender and deliver full, quiet and peaceful possession of the Leased Premises to LESSOR upon expiration or termination of this lease.

13. Warranties. This lease is made and accepted (1) without any representation or warranties of any kind on the part of LESSOR as to title or suitability to the purpose for which the same is granted; and (2) expressly subject to any and all existing easements, reservations, rights-of-way, contracts, leases or other encumbrances or servitudes now of record or on the ground affecting the lands herein described, or to any such agreements that may hereafter be granted from time to time to others by LESSOR.

14. Lease Premises. LESSEE assumes responsibility for the condition of the premises and LESSOR shall not be liable or responsible for any damages or injuries caused by any vices or defects therein to LESSEE or to any occupant or to anyone in or on said premises who derives his right to be thereon from LESSEE.

15. Reservations. LESSOR reserves title to all oil or gas, coal, lignite or other minerals in, on, or under the Leased Premises, together with the right to enter and remove the same, but

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003. - recorded (11270 : Approve and authorize Board

not in a manner which interferes with LESSEE'S operations on the Leased Premises.

16. Rights-of-Way. LESSOR reserves the right to grant or sell rights-of-way across said lands for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

17. Recording. Lessee will deliver a check in the requisite amount to the Lessor that is payable to the Chancery Clerk to cover recording fees. The Lessor will deliver this Lease Agreement to the Chancery Clerk of the necessary County for recording.

18. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

19. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

20. Definition of LESSEE. It is further stipulated and agreed that wherever the word "LESSEE" is used herein, it is intended, and shall be deemed, to include and shall be binding upon LESSEE'S members, agents, servants, employees, contractees, invitees, licensees, and guests.

21. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of HANCOCK Mississippi.

22. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

23. Supervisory Right. Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement he shall have all rights as are conferred to LESSOR.

24. Additional Provisions. This Lease Agreement contains an Exhibit "B". Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE".

25. Entire Agreement. This Lease Agreement shall constitute the entire agreement between

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003. - recorded (11270 : Approve and authorize Board

the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement. This Lease Agreement contains Exhibits "A" and "B". If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003. - recorded (11270 : Approve and authorize Board

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 14th day of July, 2022.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

HANCOCK COUNTY SCHOOL DISTRICT
School District

Superintendent: TERESA MERWIN

Board President: JENNIFER SEAL

APPROVED:

Secretary of State:
Michael Watson

LESSEE:

Printed Name: Reinhard Schuster

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003. - recorded (11270 : Approve and authorize Board

2022 12702
Deed Book & Page

ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this ___ day of _____, 2____, within my jurisdiction, the within named TERESA MERWIN, Superintendent of Schools and JENNIFER SEAL, school board President of the HANCOCK COUNTY School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the HANCOCK COUNTY School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

STATE OF MISSISSIPPI
REGINA C. MORAN
NOTARY PUBLIC
Hancock County
Commission Expires
October 22, 2025
COMMISSION NUMBER 6

Regina C. Moran

Printed Name: Regina C. Moran
(Notary Public)
My Commission Expires: 10/22/2025

(Affix official seal, if applicable)

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003. - recorded (11270 : Approve and authorize Board

ACKNOWLEDGMENTS

2022 12703
Deed Book & Page

Lessee - Personal

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for said county and state, on this the 14th day of July, 2022, within my jurisdiction, the within named Reinhard Schuster, who acknowledged that he / she executed the above and foregoing instrument.

Regina C. Moran
Printed Name: Regina C. Moran
(Notary Public)
My Commission Expires: 10/22/2025

STATE OF MISSISSIPPI
REGINA C. MORAN
NOTARY PUBLIC
Hancock County
Commission Expires
October 22, 2025
COMMISSION NUMBER 91630

(Affix official seal, if applicable)

Lessee - Corporate

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me the undersigned authority in and for said county and state, on this the _____ day of _____, 2___, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the _____ of _____, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

_____
Printed Name: _____
(Notary Public)
My Commission Expires: _____ (Affix official seal, if applicable)

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003. - recorded (11270 : Approve and authorize Board

EXHIBIT "A": DESCRIPTION OF PROPERTY

3022 12704
Deed Book & Page

TRACT 1, 29-006.003: PART OF W2 OF NE4, and PART OF NE4 OF NE4 OF 29-5S-15W, HANCOCK COUNTY MS & BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A FENCE CORNER MARKING THE SE CORNER OF NW4 OF NE4 OF SAID SECTION 29; THENCE N 0 DEGREES 07'38W 337.10 FT TO A 1/2 REBAR, THENCE S 87 DEGREES 20'53W 428.18 FT TO A 1/2 REBAR, THENCE S 2 DEGREES 43'00W 308 FT TO A PT IN THE CENTER OF A 70' RIGHT OF WAY, THENCE ALONG THE CENTERLINE OF SAID RIGHT OF WAY S 34 DEGREES 20'24W 285.17 FT TO A PT ON THE N MARGIN OF CEASAR LEE TOWN RD, THENCE ALONG SAID MARGIN THE FOLLOWING COURSES: N 88 DEGREES 18'53W 208.99 FT, THENCE S 89 DEGREES 46'18W 287.78 FT TO A 1/2 REBAR, THENCE LEAVING SAID MARGIN N 0 DEGREES 29'48W 1549.60 FT TO AN IRON PIPE, THENCE S 89 DEGREES 05'05E 1111.26 FT TO A FENCE CORNER, THENCE S 0 DEGREES 07'38E 510.97 FT TO A 1/2 REBAR, THENCE S 82 DEGREES 47'31E 569.75 FT TO A 1/2 REBAR ON THE W MARGIN OF LEE TOWN KILN PUBLIC RD, THENCE ALONG SAID MARGIN S 3 DEGREES 59'02W 245.36 FT TO A 1/2 REBAR, THENCE LEAVING SAID MARGIN N 87 DEGREES 58'46W 173.31 FT TO A 1/2 REBAR, THENCE S 3 DEGREES 59'02W 503 FT TO AN IRON PIPE, THENCE N 87 DEGREES 58'46W 338.48 FT TO THE PT OF BEGINNING, CONTAINING 40.77 ACRES, or 42.8 acres per County records. TRACT 2: RESIDENTIAL SHOULD NOT BE INCLUDED TRACT 3: RESIDENTIAL SHOULD NOT BE INCLUDED.

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003. - recorded (11270 : Approve and authorize Board

2022 12705
Deed Book & Page

EXHIBIT "B": ADDITIONAL PROVISIONS

At expiration of previous 5 year lease. Present lessee was sole bid but listed an additional person in case he had to abdicate. He called and will be out of the state for an undetermined period of time.

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003. - recorded (11270 : Approve and authorize Board

2022 12706
Deed Book & Page

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this HUNTING AND FISHING Lease Agreement between

HANCOCK COUNTY SCHOOL DISTRICT

as LESSOR and REINHARD SCHUSTER AND IRVIN TEMPLET, JR. as LESSEE with a rent amount of $ 535.00 dated 1st day of August , 2022 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the HANCOCK COUNTY School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

Michael Watson

Secretary of State:
Michael Watson

CHANCERY CLERK
HANCOCK COUNTY, MS

Hancock County
I certify this instrument was filed on
08-17-2022 10:24:35 AM
and recorded in Deed Book
2022 at pages 12693 - 12706
Timothy A Kellar

Attachment: Reinhard Schuster - Hunting & Fishing - New Lease - Parcel #029-0-29-006.003. - recorded (11270 : Approve and authorize Board

BOARD OF SUPERVISORS

Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Telephone (228) 467-0172
Fax (228) 467-2691

August 19, 2022

Hancock County School District
18375 Highway 603
Kiln, Mississippi 39556

Attn: Regina Moran
Re: 16th Section Land Matters

Dear Ms. Moran:

Enclosed please find the following 16th section land matters, which have been recorded with the Chancery Clerk. I have also included the invoice for the recording fee in the amount of $193.00.

Diniah Nicholson – Residential – Addendum;
Ryan Peterson – Commercial – Amendment;
Deana & Danny Garrett – Residential – Amendment;
Matt Whitten – Residential – New Lease;
Hancock County Board of Supervisors – Recreational – New Lease; and
Reinhard Schuster – Hunting and Fishing – New Lease.

Please let me know if you need anything further.

Kindest regards,

Valerie Fitts
Deputy Clerk / Board Secretary
Enclosures as stated

Attachment: Letter to Hancock County School District 8.19.22 (11270 : Approve and authorize Board President to sign HCSD 16th Section Land

PICAYUNE SCHOOL DISTRICT

DEAN SHAW
Superintendent

WALT ESSLINGER
Assistant Superintendent

DEBBIE SMITH
Curriculum Director

706 Goodyear Boulevard
Picayune, MS 39466
(601) 798-3230 / Fax: (601) 798-1742

KIMBERLY MASSENGALE
Federal Programs Director

DIANE WISE
Special Services Director

MICAH NECAISE
Finance Director

August 2, 2022

Hancock County Chancery Clerk
854 Hwy. 90, Suite B
Bay St. Louis, MO 39520

RE: 16th SECTION LAND RECORDING(S):

Enclosed is a check for **$35.00** for a recording of 16th Section land lease. Please have the Board sign and notarize the following lease:

DOCUMENT #	LESSEE	TYPE OF LEASE	AMOUNT
PLS #285	BRYANT COLE	HUNTING LEASE	$35.00

$35.00

Please return the recorded **ORIGINAL** lease(s) to the Picayune School District

Regards,

Tammy Fillingame
16th Section Bookkeeper

Attachment: Picayune School District Correspondence (11271 : Approve Picayune School District 16th Section Land Lease)

Prepared by:
PICAYUNE SCHOOL DISTRICT
706 GOODYEAR BLVD
PICAYUNE, MS 39466
(601) 798 -3230

Return to:
PICAYUNE SCHOOL DISTRICT
706 GOODYEAR BLVD
PICAYUNE, MS 39466
(601) 798 -3230

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

HUNTING AND FISHING LEASE
16TH SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS HUNTING AND FISHING LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 1 ST day of MARCH, 2022 by and between the LESSOR,

PICAYUNE SCHOOL DISTRICT
706 GOODYEAR BLVD
PICAYUNE, MS 39466
(601) 798 -3230

and LESSEE,

BRYANT COLE
381 TIGERLILY DR.
HOUMA, LA 70360
(985) 804 -2037

INDEXING INSTRUCTIONS:
ALL OF SECTION 16, TOWNSHIP 07 SOUTH, RANGE 16 WEST, HANCOCK COUNTY, MS 640.5 ACRES(S) MORE OR LESS

Attachment: Bryant Cole - Hunting and Fishing Lease - County of Pearl River - Section 16.Township07South.Range16West (11271 : Approve

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, and by the authority and under the direction of the LESSOR, as recorded in Minute Book _____, Page _____, LESSOR does hereby lease and rent unto LESSEE the following described land (hereinafter the "Leased Premises") to-wit:

Section 16 Township 07 SOUTH Range 16 WEST

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

1. Term. Subject to the other provisions herein contained, the term of this Lease Agreement shall be for THREE (3) years, beginning the 1ST day of MARCH, 2022, and ending on the 30TH day of JUNE, 2025 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be JULY 1ST of each year.

Provided that this lease has not been terminated prior to the expiration date hereof and that LESSEE is in compliance with all terms and provisions of this lease, LESSEE may extend this lease upon the terms and in the manner provided in MISS. CODE ANN. 1972 §29-3-41 or such other statute as then may be applicable.

2. Annual Rent. LESSEE covenants and agrees to pay as rent to LESSOR the sum of ELEVEN THOUSAND THREE HUNDRED FIFTY SIX DOLLARS AND NO CENTS ($11,356.00) per annum, on or before the Anniversary Date of this lease each year; provided, however, that the payment of rent for the first year of this lease shall be due at the time of approval by the LESSOR. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which LESSOR is located, calculated according to the actuarial method.

3. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes shall be made directly to the governmental authority responsible for

Attachment: Bryant Cole - Hunting and Fishing Lease - County of Pearl River - Section 16.Township07South.Range16West (11271 : Approve

collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

4. Forest Lands Purpose. The Leased Premises covered by this lease is classified as FORESTLAND as provided by law. LESSEE recognizes, understands and acknowledges that LESSOR holds the Leased Premises for the purpose of planting, growing, protecting, maintaining, conserving, and harvesting therefrom trees, timber, pulpwood, and other forest products. Therefore, LESSEE'S exercise of any of its rights under this agreement shall in no way impede or hinder LESSOR in the full development, use, protection and enjoyment of said land as above described, and if it becomes necessary, expedient or advisable for LESSOR to prohibit, curtail, or suspend all hunting and or fishing on the Leased Premises, LESSOR shall have the right to do so upon written notice thereof to LESSEE, or LESSOR may cancel this lease as provided hereinafter. LESSEE further agrees that all rights, titles, and privileges hereunder granted are, and shall be all times expressly subject to LESSOR'S basic and primary right to prevent any fires, waste, nuisance, or unnecessary injury to said property or to the commercial values thereof.

5. Default. Any one of the following events shall constitute ground for immediate DEFAULT of this lease, at LESSOR'S option:

i. Failure to pay rent, or any taxes or assessments within 60 days after the due date thereof;
ii. Use of the Leased Premises for commercial hunting operation;
iii. Any breach by LESSEE of any covenant, duty or obligation of this Lease Agreement.

In the event of LESSEE'S breach of any covenant or obligation contained in this lease, excepting the obligation to pay rent, taxes or assessments, LESSEE shall be entitled to notice in writing of the breach and shall have thirty (30) days from the date of the notice to cure or correct such breach. Upon the failure of LESSEE to correct or cure such breach, LESSOR shall have the option to declare this lease in immediate default. No notice to LESSEE is required prior to declaring this lease in default for the failure to pay any rent, tax, or assessment hereunder. LESSOR'S failure to assert any grounds for default shall not be deemed a waiver of the right to do so at any later time.

6. Remedies. Upon declaring this lease in default, LESSOR shall have the following rights and may exercise anyone or more of the following remedies in addition to such other rights, remedies, penalties and liens as may be allowed by other provision of this lease, by law or in equity: (a) LESSOR may declare this lease terminated and may then enter upon and take possession of the Leased Premises; LESSOR shall not be obligated to re-let the premises, but any amount received pursuant to any subsequent lease shall be the exclusive property of LESSOR; (b) LESSOR may declare all rent for the remaining term of the lease to be

Attachment: Bryant Cole - Hunting and Fishing Lease - County of Pearl River - Section 16.Township07South.Range16West (11271 : Approve

immediately due and payable and LESSEE shall be liable therefor with interest until paid at the highest rate allowed by law; upon failure to pay the same promptly, LESSOR may declare this lease terminated and may collect the accelerated amount of rentals due without credit to LESSEE for any sums received on re-letting; (c) LESSOR may permit this lease to remain in force and may collect rents in intervals or as the same accrue; (d) LESSOR may require specific performance of LESSEE'S obligations with respect to condition of the premises or may hold LESSEE liable for the cost of performing such obligations.

7. Breach of Lease Agreement. If LESSEE breaches any of the provisions of this Lease Agreement and fails to cure the same after thirty (30) days written notice from LESSOR (as to a breach for which notice is applicable), then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR its reasonable costs and expenses in enforcing the Lease Agreement, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

8. Assignment. This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR.

9. Notices. All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to whom notice shall be given.

16th Section Manager
LISA PERSICK
PICAYUNE, Mississippi 39466
(601) 798-3230

To LESSEE:
BRYANT COLE
HOUMA, LOUISIANA 70360
(985) 804-2037

10. Indemnification. LESSEE shall protect, indemnify, defend save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of the Leased Premises by LESSEE, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred

Attachment: Bryant Cole - Hunting and Fishing Lease - County of Pearl River - Section 16.Township07South.Range16West (11271 : Approve

percent (100%) of the loss of claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

11. Condemnation. If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for LESSEE'S permitted activities, should be condemned for any public use or conveyed under threat of condemnation, then this lease shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE. It is provided, however, that nothing herein shall preclude LESSEE from prosecuting any claim directly against the condemning authority for damages or any other amounts to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

12. General Duties of LESSEE. LESSEE expressly covenants and agrees:

(a) To use every precaution to protect the aforesaid timber, trees, and forest products from fire or other damage, and to that end, LESSEE will assist and exercise every effort in putting out any fire that may occur on said lands. In the event that any fire shall be willfully or negligently started or allowed to escape on said lands by LESSEE, LESSOR shall have the right immediately to cancel this lease without notice, and any unearned rentals heretofore paid shall be forfeited to LESSOR. In addition, LESSOR shall be entitled to recover from LESSEE any damages which LESSOR sustains as the result of such fire;

(b) Not to damage any tree or tree seedlings in any way, nor cut or pierce any tree of any kind, dead or alive, and not to attach any stand or blind or other paraphernalia to any tree of any kind except with the prior written permission of the County Forester or authorized timber manager; and further, to assume responsibility, and to pay for any trees, timber, or other forest products that may be cut, used, damaged and/or removed from said lands by LESSEE;

(c) To comply, and to require compliance by all persons to whom hunting and/or fishing privileges as aforesaid shall be extended hereunder, with all laws, rules and regulations now existing or hereinafter enacted by any county, state, or federal authority with respect to uses and activities permitted hereunder. Any violation of any such laws, rules or regulations shall constitute a material breach of this lease and shall give LESSOR the right and privilege of canceling this lease, with or without notice, and in such an event any unearned rentals paid hereunder shall be forfeited to LESSOR as liquidated damages for breach of this agreement. Bag limits and fishing limits and the length of hunting and fishing seasons shall strictly conform to the effective local, state or federal game laws and regulations;

(d) To exercise all reasonable precautions in and about the enjoyment of LESSEE'S rights hereunder with respect to LESSEE'S safety and the safety of others using said privileges under LESSEE'S authority;

(e) Not to construct or install upon said lands any plantings, food plots, roads, bridges, fences, camps, buildings, lodges, shelters, docks, dog pens, piers, landings or other structures, permanent or temporary, without having first obtained in writing the consent of LESSOR thereto;

Attachment: Bryant Cole - Hunting and Fishing Lease - County of Pearl River - Section 16.Township07South.Range16West (11271 : Approve

(f) Not to hinder, impede or deny access to representatives, agents or employees of the LESSOR, the Mississippi Forestry Commission, the Mississippi Department of Wildlife Fisheries and Parks or the Secretary of State while carrying out their official responsibilities; instead, LESSEE covenants and agrees to cooperate with these representatives in carrying out their official responsibilities; LESSEE further agrees to furnish his name, address and telephone number to the County Forester or forest manager and to keep said information current with said individual;
(g) Not to conduct or permit the conduct of any unlawful or immoral activities upon the Lease Premises;
(h) To exercise due diligence in the protection of the topsoil and other property of LESSOR on the Leased Premises. And not to bring or leave litter, trash, rubbish or any toxic or hazardous substance upon the Leased Premises. And not to commit, cause to be committed or permit any act of waste upon the Leased Premises. Waste shall include, but shall not be limited to acts, or the failure to act, that result in the loss of topsoil, or the contamination of soil, or surface or ground water;
(i) To be responsible to LESSOR for any and all damages to the Leased Premises caused by the activities of LESSEE;
(j) Not to use, or permit the use of the Leased Premises for any activity deemed extra-hazardous;
(k) Not to use vehicles on any road or any part of the Leased Premises while the soil is wet to the extent that ruts and erosion will result on the road or land from such use;
(l) To maintain the Leased Premises in a neat and orderly manner and refrain from creating or causing any unsafe or unsightly conditions, attractive nuisances or other nuisances;
(m)To strictly comply with all federal, state and local laws and regulations pertaining to the environment including, but not limited to, laws and regulations relating to air, water, soil and toxic or hazardous substances;
(n) Not to make any alteration upon the Leased Premises without the express prior written consent of LESSOR;
(o) Not to alter or obstruct any drain or drainage way on the Leased Premises;
(p) To surrender and deliver full, quiet and peaceful possession of the Leased Premises to LESSOR upon expiration or termination of this lease.

13. Warranties. This lease is made and accepted (1) without any representation or warranties of any kind on the part of LESSOR as to title or suitability to the purpose for which the same is granted; and (2) expressly subject to any and all existing easements, reservations, rights-of-way, contracts, leases or other encumbrances or servitudes now of record or on the ground affecting the lands herein described, or to any such agreements that may hereafter be granted from time to time to others by LESSOR.

14. Lease Premises. LESSEE assumes responsibility for the condition of the premises and LESSOR shall not be liable or responsible for any damages or injuries caused by any vices or defects therein to LESSEE or to any occupant or to anyone in or on said premises who derives his right to be thereon from LESSEE.

Attachment: Bryant Cole - Hunting and Fishing Lease - County of Pearl River - Section 16.Township07South.Range16West (11271 : Approve

15. Reservations. LESSOR reserves title to all oil or gas, coal, lignite or other minerals in, on, or under the Leased Premises, together with the right to enter and remove the same, but not in a manner which interferes with LESSEE'S operations on the Leased Premises.

16. Rights-of-Way. LESSOR reserves the right to grant or sell rights-of-way across said lands for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

17. Recording. LESSOR will deliver this Lease Agreement to the Chancery Clerk of HANCOCK County for recording, and LESSEE has herewith delivered to LESSOR a check in the sum of THIRTY FOUR DOLLARS ($34.00) payable to such Chancery Clerk as recording fees.

18. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

19. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

20. Definition of LESSEE. It is further stipulated and agreed that wherever the word "LESSEE" is used herein, it is intended, and shall be deemed, to include and shall be binding upon LESSEE'S members, agents, servants, employees, contractees, invitees, licensees, and guests.

21. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of HANCOCK COUNTY Mississippi.

22. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

23. Supervisory Right. Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement he shall have all rights as are conferred to LESSOR.

24. Additional Provisions. This Lease Agreement contains an Exhibit "B." Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by

Attachment: Bryant Cole - Hunting and Fishing Lease - County of Pearl River - Section 16.Township07South.Range16West (11271 : Approve

reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE."

25. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement. This Lease Agreement contains Exhibits "A" and "B." If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

Attachment: Bryant Cole - Hunting and Fishing Lease - County of Pearl River - Section 16.Township07South.Range16West (11271 : Approve

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 8TH day of MARCH, 2022.

Signed, Sealed and Delivered in the Presence of:

PICAYUNE SCHOOL DISTRICT
LESSOR

BY: _____
Printed Name: DEAN SHAW
Superintendent of Schools

BY: _____
Printed Name: JAKE SMITH
School Board President

_____
Printed Name: BRYANT COLE
LESSEE

_____
APPROVED
SECRETARY OF STATE
Michael Watson
Secretary of State

Attachment: Bryant Cole - Hunting and Fishing Lease - County of Pearl River - Section 16.Township07South.Range16West (11271 : Approve

ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for said county and state, on this 8th day of March, 2022, within my jurisdiction, the within named DEAN SHAW, Superintendent of Schools and JAKE SMITH, school board President of the PICAYUNE School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the PICAYUNE School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

Darlene House

Printed Name: DARLENE HOUSE
(Notary Public)

My Commission Expires: June 17, 2022

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 124390 DARLENE HOUSE Commission Expires June 17, 2022 PEARL RIVER COUNTY

(Affix official seal, if applicable)

Attachment: Bryant Cole - Hunting and Fishing Lease - County of Pearl River - Section 16.Township07South.Range16West (11271 : Approve

ACKNOWLEDGEMENTS

Lessee - Personal

STATE OF MISSISSIPPI
COUNTY OF Pearl River

Personally appeared before me, the undersigned authority in and for said county and state, on this the 8th day of March, 2022, within my jurisdiction, the within named _____, who acknowledged that he / she executed the above and foregoing instrument.

Darlene House

Printed Name: DARLENE HOUSE
(Notary Public)

My Commission Expires: June 17, 2022

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 124390 DARLENE HOUSE Commission Expires June 17, 2022 PEARL RIVER COUNTY

(Affix official seal, if applicable)

Lessee - Corporate

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me the undersigned authority in and for said county and state, on this the ____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the _____ of _____, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

_____
Printed Name:_____
(Notary Public)

My Commission Expires:_____ (Affix official seal, if applicable)

Attachment: Bryant Cole - Hunting and Fishing Lease - County of Pearl River - Section 16.Township07South.Range16West (11271 : Approve

EXHIBIT "A": DESCRIPTION OF PROPERTY

ALL OF SECTION 16, TOWNSHIP 07 SOUTH, RANGE 16 WEST, HANCOCK COUNTY, MS 640.5 ACRE(S) MORE OR LESS

Attachment: Bryant Cole - Hunting and Fishing Lease - County of Pearl River - Section 16.Township07South.Range16West (11271 : Approve

EXHIBIT "B": ADDITIONAL PROVISIONS

NONE

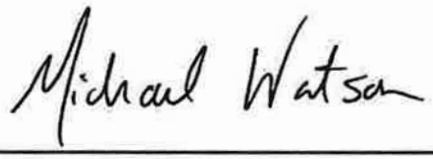
Attachment: Bryant Cole - Hunting and Fishing Lease - County of Pearl River - Section 16.Township07South.Range16West (11271 : Approve

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this HUNTING AND FISHING Lease Agreement between

PICAYUNE MUNICIPAL SCHOOL DISTRICT

as LESSOR and BRYANT COLE as LESSEE with a rent amount of $ 11356.00 dated 1st day of March , 2022 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the PICAYUNE MUNICIPAL School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.



Secretary of State:
Michael Watson

Attachment: Bryant Cole - Hunting and Fishing Lease - County of Pearl River - Section 16.Township07South.Range16West (11271 : Approve

BOARD OF SUPERVISORS

Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Telephone (228) 467-0172
Fax (228) 467-2691

August 19, 2022

Picayune School District
706 Goodyear Boulevard
Picayune, Mississippi 39466

Attn: Tammy Fillingame
Re: 16th Section Land Matters

Dear Ms. Fillingame:

Enclosed please find the following 16th section land matters, which have been recorded with the Chancery Clerk. I have also included the receipt for the recording fee in the amount of $35.00.

Bryant Cole – Hunting and Fishing – New Lease.

Please let me know if you need anything further.

Kindest regards,

Valerie Fitts
Deputy Clerk / Board Secretary
Enclosures as stated

Attachment: Letter to Picayne School District 8.19.22 (11271 : Approve Picayune School District 16th Section Land Lease)

Edward A. Favre
417 Main St.
Bay St. Louis, MS 39520

Scotty Adam, President, and
All Board Members
Hancock County Board of Supervisors

It is with mixed emotions that I hereby submit my resignation as County Administrator, effective no later than September 30, 2022. It has been a pleasure serving the great people of Hancock County for the past six (6) years and many thanks to the previous Board for the initial opportunity and the current Board for the continued opportunity. Also, THANKS to all of the Officials and employees I have had the privilege of serving with.

However, the medical issues I have had over the last few months have taken a toll and while I have been Blessed with an almost full recovery, there are still some issues to face in the near future. Therefore, the time has come ...

I would also like to present you with a recommendation that can provide the County with some long-term stability with a little employee restructuring. I would first recommend that Nancy Kelly be appointed as County Administrator and Comptroller. Nancy has a Bachelor's Degree in Business Administration with a major in Accounting from the University of Southern Mississippi and has been with the County for over eight (8) years. Secondly, I would like to recommend that Daysha Smith be appointed as Assistant Comptroller. Daysha will receive her degree in Accounting in December, also from USM. This will offer opportunities for two (2) long-term, well qualified employees for the County.

Again, many thanks to all ... and I'll only be a phone call away.

Eddie Favre
County Administrator
August 15, 2022

Attachment: Letter from Eddie Favre (11292 : Spread letter of resignation from Edward A. Favre)

PEARL RIVER COMMUNITY COLLEGE

OFFICE OF THE PRESIDENT

September 24, 2021

Mr. Timothy A. Kellar
Chancery Clerk, Hancock County
152 Main Street, Suite A
Bay St. Louis, MS 39520

Dear Mr. Kellar:

According to our records, Mr. Frank Ladner's term as a trustee for Pearl River Community College will expire December 31, 2021. The Hancock County Board of Supervisors will need to consider this appointment prior to the expiration date of Mr. Ladner's term. Mr. Ladner is a valuable member of our board and contributes greatly to the success of the College. Consideration of his reappointment would be welcomed.

Thank you for the continuing support that Pearl River County provides for Pearl River Community College. We look forward to working with the Hancock County Board of Supervisors as we continually strive to improve the higher education opportunities for the citizens of the Pearl River Community College district.

Sincerely,

Adam Breerwood, Ph.D.
President

AB:ms

pc: Mr. Scotty Adam
Mr. Greg Shaw
Ms. Theresa Ryan
Mr. Kodie Koenenn
Mr. Darrin Ladner
Mr. Frank Ladner

Attachment: PRCC - letter to reappoint Frank Ladner (11232 : Ratify reappointment of Mr. Frank Ladner as trustee for PRCC)