Hancock County Board of Supervisors

Regular Meeting Minutes

July 6, 2021 at 9:00 a.m.

Board Meeting Room

1. Call to Order

A. Pledge of Allegiance
B. Invocation

2. Roll Call

The record reflects County Administrator, Eddie Favre, Grant Administrator, Maureen Anderson, Chancery Clerk, Timothy Kellar, County Attorney, Gary Yarborough, Comptroller, Nancy Kelly, County Engineer, Geoff Clemens, Road Manager, Vic Johnson, EMA Director, Brian Adam, and Deputy Clerk, 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.G.4. Discussion regarding hiring one full time employee in place of two part time employees for McLeod Park.

6.G.5 Motion to approve and authorize Board Attorney to issue a New Resolution to Request the Adoption of a No Wake Zone within McLeod Park, and a New Resolution to Request the Adoption of a No Wake Zone at the Mississippi Side of the East Pearl River, and send to Wildlife and Fisheries.

6.I.4. Budget Amendment for McLeod Park Utilities in the amount of $30,000 to come from General Funds.

7.J.10. Discussion regarding Library Foundation wanting to acquire property located at Ulman Avenue and Service Road.

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

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Greg Shaw, District 2
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, July 19, 2021.

B. Bi-weekly payroll for period ending June 19, 2021 with check date June 25, 2021 totaled $715,488.92.

C. Bids will be received by the Board of Supervisors until 10:00 a.m., this morning for the South Gate Road Repairs at Port Bienville.

D. The validation of the $7,000,000 Hancock County, Mississippi General Obligation Bonds, Series 2021 will be heard on the 9th day of July, 2021, at 9:00 a.m., in the Chancery Court of Hancock County, Mississippi, at the Hancock County Courthouse in the City of Bay St. Louis, Mississippi, at or before which time and date written objections to the validation of the issuance of said obligation, if any, must be filed.

E. Bids will be received by the Board of Supervisors until 10:00 a.m., on July 19, 2021, for delivery of 1900 tons of, clean/free of debris or metal, crushed concrete at the Hancock County Arena.

F. A Public Hearing will be held on Monday, August 16, 2021 at 1:30 p.m., to hear objections to the Real and Personal Property Assessment Rolls.

G. Bid Openings

1. Motion to spread on the Minutes, Proof of Publication for South Gate Road Repairs at Port Bienville.

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

2. Motion to open and take under advisement, Bids received for South Gate Road Repairs at Port Bienville.

   The record reflects the following Bids were received:

   Sealed Bid: Moran Hauling, Inc., in the amount of $69,030.00,

   Electronic Bid: Twin L Construction in the amount of $63,044.00.

   The record further reflects no-one was present in the Board Room that claimed to have submitted a Bid that was not read aloud.

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

5. External Business Agenda

A. Port & Harbor Commission

1. Motion to accept the Hancock County Port & Harbor Commission's Resolution 20210628-01, approving the June 28, 2021 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 20210628-02, adopting the HCPHC FY2021 Budget Amendment #3 for a Zero dollar net effect.

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

3. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20210628-03, spreading the executed Contract for RR2103 & RR2101 for Rock and Timber & Tail Track Upgrades with Trac-Work in the amount of $977,701.23.

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

4. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20210628-04, spreading the Executed Contract for Site 4 Conservation Management Area Wetlands Mitigation as part of Project PB1704-Site 4 Transload Facility's Environmental Compliance with Eco-Restore for $243,875.00.

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

5. Motion to accept Hancock County Port & Harbor Commission's Resolution #20210628-09, authorizing Execution Of The Secondary Master Services Agreement With Machado Patano, PLLC for Professional Services on Docks & Waterways Projects at Port Bienville.

   The record reflects Items 5 and 6 were voted on in one consent block.

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

6. Motion to accept Hancock County Port & Harbor Commission's Resolutions #20210628-06, authorizing Execution Of The Primary Master Services Agreement With Richard Lambert (RCL) Architecture & Resolution #20210628-10, authorizing Execution of Secondary Master Services Agreement with Allen & Hoshall, Inc., for Professional Services on Vertical Construction Projects at Stennis International Airport.

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

7. Motion to accept Hancock County Port & Harbor Commission's Resolution #20210628-11, authorizing the Execution of Change Order No. 1 for Project AP-1806 UAS Corporate Hangar to Mike Rozier Construction Company for a time extension of 74 calendar days.

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

8. Motion to accept Hancock County Port & Harbor Commission's Motion authorizing the Execution of a Change Order for Project AP1701 Restore Hangar to bring the project up to code. Change order not to exceed $30,000.00.

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

6. Departmental Agendas

A. Emergency Management Agency

1. Motion to accept the resignation of Mary Ann Palmer from dispatch, effective June 23, 2021.

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

2. Motion to approve the request from the Leetown Fire District to add Eldridge Leon Dearman, Jr., as a member of the Board of Commissioners for Leetown Fire District. Mr. Dearman was accepted unanimously by the fire department body and district board members.

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

B. Animal Shelter

C. Justice Court

D. IT Department

E. Purchasing

1. Motion to approve the purchase of a vehicle for the Sheriff's Department from Mossy of Picayune in the amount of $31,653.50, and spread all three quotes on the Minutes.

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

2. Motion to approve the additional training for Administration Department on the Munis Software Program. Total price is $6,585.00 from Tyler Technologies. (Sole Source service)

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

F. Planning and Zoning

1. Motion to approve the Planning Commission Meeting Minutes held on June 17, 2021.

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

G. Parks & Recreation

1. Motion to approve removing Ethan Neff from McLeod Park payroll, effective July 6, 2021, due to his resignation.

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

2. Motion to approve hiring Reid Leblanc for full time position at McLeod Park at a rate of pay of $10.50 per hour, with an increase after 90 days to $11.00 per hour, pending successful completion of background check and physical, effective July 6, 2021.

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

3. Motion to approve adding $9,000.00 to McLeod Park Vending Machine line item at McLeod Park to make it to the end of the fiscal year. This will require a budget amendment.

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

4. Motion to hire Johnny McKeown full time for McLeod Park, and approve the appropriate Budget Amendment.

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

5. Motion to approve and authorize Board Attorney to issue a New Resolution to Request the Adoption of a No Wake Zone within McLeod Park, and a New Resolution to Request the Adoption of a No Wake Zone at the Mississippi Side of the East Pearl River, and send to Wildlife and Fisheries.

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

H. 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.

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

I. Comptroller

1. Motion to spread on the Minutes, the Chancery Court Orders setting salaries for: a. Brooke Pollard (Court Administrator) $59,500.00 plus benefits; b. Margaret McArthur (Staff attorney) $64,500.00 plus benefits; c. Jamie Cook (Staff attorney) $63,750.00 plus benefits; Hancock County's supplemental percentage is 23% if funds are not available from the support staff funds of the chancellor.

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

2. Motion to approve the following Interfund Transfers: a. Transfer into the Multipurpose Arena Fund $205,000 from the Gaming Fund. b. Transfer into Fleet Maintenance $80,000 of that $22,400 from the General Fund, $52,800 from the Road Fund, and $4,800 from the Seawall Fund.

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

3. Motion to approve the Docket of Claims for July 6, 2021 in the amount of $1,717,554.21.

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

4. Motion to approve the attached Budget Amendments.

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

J. Board Secretary

1. Motion to approve Regular Meeting Minutes of Monday June 21st, 2021
   The record reflects Items 1 and 2 were voted on in one consent block.

   RESULT: **ACCEPTED [UNANIMOUS]**
   MOVER: Theresa Ryan, District 1
   SECONDER: Greg Shaw, District 2
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner
2. Motion to approve Recessed Meeting Minutes of Monday June 21st, 2021

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

7. Elected/Appointed Agendas

A. Sheriff's Office

1. Motion to spread on the Minutes, the following personnel changes: a. Remove the following from payroll: • Sean Empey, effective July 01, 2021; • Nathan Hoda, effective June 27, 2021. b. Add the following to payroll as full time Correction Officers, rate of pay of $13.67 per hour, effective July 06, 2021. • Daniel Sahuque; • Selina Fanning. c. Add the following to payroll as full time Deputies, rate of pay of $16.20 per hour, effective July 06, 2021. • Alexander Patrick; • Tiffany Maldonado Esquivel. d. Implement the following pay adjustment, effective July 04, 2021 (this pay change is budgeted) • Kenneth Rogers to Sergeant pay at a rate of $15.20 per hour.

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

2. Motion to approve the following to be removed from inventory and moved to Long Beach Auction: • 2009 Nissan Rouge VIN # JN8AS58T19W041696, Asset #7807

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

3. Motion to approve the following to go to National Association of School Resource Officers in Birmingham, Alabama from July 26 – 30, 2021. A check is needed for tuition $495.00 each, hotel and advancement pay for food: • Carl Gipson; • Bryce Walker; • Charles Shoulders.

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

4. Motion to approve Jason Byrd to go to Police Internal Affairs course in Altamonte Springs, Florida, from August 02 – 06, 2021. He will need a check for tuition $895.00, hotel $528.75 and advancement pay for food.

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

B. Tax Assessor

1. Motion to spread on the Minutes, the Tax Assessor's proposed Budget for Fiscal Year 2022.

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

2. Motion to spread on the Minutes, the 2021 Landroll as submitted.

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

3. Motion to approve Order of the Board of Supervisors regarding Real and Personal Property Assessment Rolls, advertising in the Sea Coast Echo, and setting a Public Hearing for any objections from taxpayers of Hancock County regarding the real and personal property assessment rolls of 2021, and authorize the Clerk of the Board to sign the Order setting the Public Hearing. The deadline for submitting objections is 5:00 p.m., on August 2, 2021 with the Public Hearing being scheduled for August 16, 2021 at 1:30 p.m.

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

4. Motion to spread on the Minutes, the following base rates of pay, effective July 4, 2021: a. Candice Allen $42,869.00 or $20.61 per hour; b. Leslie Besancon $35,860.00 or $17.24 per hour; c. Brianna Palmer $34,000.00 or $16.34; d. Meagan Hemphill $13.50 per hour (096-153-5402); and e. Britni Moody $16.11 per hour.

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

C. Circuit Clerk

D. County Court

E. Youth Court/Youth Drug Court

1. Motion to authorize Board President to sign the DIMS Software Master Service Agreement for the Hancock County Family Treatment Court that was approved at the June 6, 2021 Board of Supervisor's Meeting.

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

F. Chancery Clerk

G. County Engineer

1. Motion to approve Letter of Recommendation for Repairs to Hancock County Arena to Hopkins Construction and Maintenance, LLC, in the amount of $847,820.00.

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

2. Motion to approve Letter of Recommendation for Outfall No. 31 Box Culvert Connection to Twin L Construction for the amount of $60,744.05.

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

3. Motion to spread on the Minutes Addendum No. 1 for South Gate Road at Port Bienville.

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

4. Motion to request to advertise for Bridge No. 46 Bayou over Marone on Bayou LaCroix Road.

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

5. Motion to request to advertise for McLeod Park Improvements Project.

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

6. Motion to approve and authorize Board President to sign Standard Form of Agreement between Owner and Engineer for Professional Services for Repair Pier at Clermont Harbor damaged in Hurricane Zeta.

   The record reflects Items 6, 7, and 8 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

7. Motion to approve and authorize Board President to sign Standard Form of Agreement between Owner and Engineer for Professional Service for Project Replacement of Washington Street Pier damaged in Hurricane Zeta.

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

8. Motion to approve and authorize Board President to sign Standard Form of Agreement between Owner and Engineer for Professional Services for Renourishment and Repairs of HC Beach damaged in Hurricane Zeta including Walking Path Repair.

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

H. Road Manager

1. Motion to remove Jennifer Helton from payroll as a part time custodian in Buildings & Grounds due to her resignation, effective June 25, 2021.
The record reflects Items 1-4 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

2. Motion to remove Zachary Hennessy from payroll in Road Maintenance North location, due to his termination, effective June 11,2021.

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

3. Motion to approve the hiring of Trevor Kennedy in Road Maintenance Department North location as a Class lll Laborer, at a rate of pay of $11.00 per hour, effective upon successful completion of physical and drug test.

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

4. Motion to approve the hiring of Matt Munson in Sand beach/Seawall Department as a Class lll Laborer, at a rate of pay of $11.00 per hour, effective upon successful completion of physical and drug test.

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

I. Grant Administrator

1. Motion to approve and authorize Board President to sign the Tire Grant WT621 reimbursement request to the MS Department of Environmental Quality in the amount of $2,500.00.

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

2. Motion to approve and authorize Board President to sign the Construction Engineering & Inspection Services Contract between Hancock County and James J. Chiniche, PA, Inc., regarding Hancock County Safety Improvements Project STP-0023-00(056)-LPA/106743-702000, Hancock County.

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

3. Motion to approve and authorize Board President to sign the MDEQ Grant Agreement for the FY2021 Household Hazardous Waste Day Grant.

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

4. Motion to approve an application to be submitted to the Gulf Coast Restoration Fund for the Fairgrounds Improvement Project in the amount of $20,000,000.00.

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

5. Motion to authorize the Board of Supervisor's commitment of $6,000,000.00 in match funds for the completion of Phase I of the $27,000,000.00 of proposed improvements to the Hancock County Arena.

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

6. Motion to spread on the Minutes, the FEMA Zeta Project Obligation in the amount of $120,777.04 for Emergency Protective Measure Operations.

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

7. Motion to spread on the Minutes, the FEMA Zeta Project Obligation in the amount of $4,521.36 for Hancock County Courthouse Slate Roof Repairs.

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

8. Motion to spread on the Minutes, the FEMA COVID Project Ineligibility determination in the amount of $46,517.86 for PPE materials purchase after June 1, 2020, and authorize County Attorney to begin the appeal process.

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

9. Motion to spread on the Minutes, the FEMA COVID Project Ineligibility determination in the amount of $43,604.00 for the purchase of county wide no contact temperature scanners, and authorize County Attorney to begin the appeal process.

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

J. County Administrator

1. Motion to approve and authorize Board President and Chancery Clerk to sign the Interlocal Cooperation Agreement by and between Hancock County, Mississippi and the City of Diamondhead, Mississippi regarding the Tax Increment Financing Plan Diamondhead Medical Center Project.

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

2. Motion to approve and authorize Board President to sign the letter of support of the PBVR Intermodal Yard Project application by the Hancock County Port and Harbor Commission.

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

3. Motion to authorize use of the Seawall area south of Our Lady of the Gulf Church at 228 South Beach Boulevard for the Bay St. Louis Sprint Triathlon, held on Saturday, July 17, 2021 beginning at 7:00 a.m.

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

4. Motion to approve and authorize Board President to sign the Letter of Support for MS Gulf Coast Youth Health Coalition's Let's Go! Gulf Coast App.

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

5. Motion to ratify use of the Board of Supervisors' Meeting room by the Southern Rail Commission on Friday, September 10, 2021 from 8:00 a.m. - 1:00 p.m.

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

6. Motion to spread on the Minutes, the American Medical Response's May 2021 Hancock County All Zones Report.

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

7. Motion to spread on the Minutes, Irrevocable Directive Draw Proceeds regarding Hancock County Beach Maintenance 2021-2022, Black Diamond Construction, LLC ("Contractor") and Great Horn Financial Services, LLC ("Agent").

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

8. Motion to spread on the Minutes, Joint Public Notice U.S. Army Corps of Engineers regarding Proposed Wetland Fill for Runway Creation, Stennis International Airport, Hancock County, Mississippi.

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

9. Motion to spread Proof of Publication for the Validation of $7,000,000.00 Hancock County, Mississippi General Obligation Bonds, Series 2021.

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

10. Discussion regarding the Library Foundation acquiring a piece of property on the service road where Ulman Avenue meets the Service Road, County Attorney will review and verify ownership.

RESULT: **NO ACTION TAKEN**

K. County Attorney

1. Motion to approve the Agreement with SMPDD regarding Port and Harbor Workforce Funds and approve the appropriate budget amendment in the amount of approximately $60,000.00.

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

2. Motion to authorize County Attorney to advertise for Engineering Qualifications Procurement for the Local Fiscal Recovery Funds designated Projects.

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

3. Motion to approve and authorize Board President to sign the MOU with Hancock County Kiln Utility and Fire District for water line expansion, subject to any other modifications and subject to County Attorney review and approval, with a $250,000.00 Cap for Phase I; additionally, subject to open bidding and reevaluation for any items above the $250,000.00 Cap, and with the District providing all other soft costs including without limitations, engineering services.

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

8. Supervisors Items

A. District 1

1. Ratify waiving the fee for a Repass at the Pearlington Recovery Center on July 2, 2021 for Greg Jackson.

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

B. District 2

C. District 3

1. Motion to approve the Resolution Appointing and Approving Hancock County Board of Supervisors' Re-Appointment of Melanie Mitchell to the Hancock County Human Resource Agency. Ms. Mitchell's term of appointment will end July 2025.

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

D. District 4

1. Motion to authorize Parks and Recreation to purchase and place sign at the Catahoula Park, naming the Park in memory of Mr. Willie Sellers pursuant to the Board of Supervisors Minutes of March 25, 1999, and authorize any necessary budget amendment.

   The record reflects Parks and Recreation Director will get two quotes for the sign and present at the July 19, 2021.

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

E. District 5

9. Public Comments

10. Executive Session

1. Motion to Consider Executive Session for potential litigation regarding MAC/Belleavance.

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

2. Motion to Enter Executive Session for potential litigation regarding MAC/Belleavance.

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

3. Motion to Exit Executive Session with no action taken regarding MAC/Belleavance.

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

4. Motion to Consider Executive Session for potential litigation regarding Razz Halili Trust and Jennifer Lacoste.

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

5. Motion to Enter Executive Session for potential litigation regarding Razz Halili Trust, Jennifer Lacoste, and County Employees.

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

6. Motion to Exit Executive Session regarding Razz Halili Trust, Jennifer Lacoste, and County Employees, with no action taken.

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

7. Motion to authorize County Attorney to not appeal the decision regarding Razz Halili Trust.

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

11. Adjourn/Recess

1. **Motion to:** Motion to adjourn the meeting in memory of Cayce Seal at 11:03:23 AM.

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

The Minutes of the July 6, 2021 have been read and approved.



Supervisor Scotty Adam, President

The Sea Coast Echo

POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

PERSONALLY appeared before me the undersigned authority in and for said County and State, MICHAEL SCHUVER, vice president of THE SEA COAST ECHO, a newspaper published in the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 2 weeks to-wit:

On the 2nd day of June 2021

On the 9th day of June 2021

On the _____ day of _____ 2021

On the _____ day of _____ 2021

Vice President

Sworn to and subscribed before me A NOTARY PUBLIC

This 20th day of June 2021

STATE OF MISSISSIPPI
NATHAN SCHUVER
NOTARY PUBLIC
ID No. 198965
Commission Expires
April 16, 2024
HARRISON COUNTY

SECTION 00090
ADVERTISEMENT FOR BIDS
NOTICE: Bidders
Sealed Bids will be received by the HANCOCK COUNTY BOARD OF SUPERVISORS at 854 HIGHWAY 90, BAY ST. LOUIS, MS 39520 until 10:00 A.M., on July 6, 2021, and shortly thereafter opened and read for:
SOUTH GATE ROAD REPAIRS
AT PORT BIENVILLE
Work will consist of forming and placing concrete roadway panels with reinforcing. Existing concrete panels will be removed and soil and rock base installed by Owner.
Project Manuals may be examined at the HANCOCK COUNTY BOARD OF SUPERVISORS, 854 HIGHWAY 90, BAY ST. LOUIS, MS, at the office of the Design Engineer, Compton Engineering, Inc., 3036 Longfellow Drive in Bay St. Louis, or online at www.comptonengineeringplans.com. The bid documents are being made available online via original paper copy or compact disc upon payment $125.00 per paper copy and $50.00 per compact disc. The drawings bound in the bid documents are photographic reductions of the original tracings. Full-scale drawings may be obtained (provided a set of reduced drawings and specifications has been purchased) for an additional $60.00 per set. Cost includes shipping and handling for each set. The bid documents are non-refundable and must be purchased through the website. Return of documents is not required. All plan holders are required to have a valid email address for online registration. For information regarding website registration and online orders please contact Plan House Printing at 662-407-0193. For information regarding this project, contact Compton Engineering's office at 228-467-2770 in Bay St. Louis, Mississippi.
Electronic bids can be submitted at www.comptonengineeringplans.com.
For any questions relating to the electronic bidding process, please call Plan House Printing at 662-407-0193.
The right is reserved by the Owner to reject any or all bids, to waive any informalities, and to award the Contract to serve the best interest of Owner.
HANCOCK COUNTY BOARD OF
SUPERVISORS
By: Scotty Adam, President
Date: May 15, 2021
06/02/21, 06/09/21

Attachment: 20210706 - Proof of Publication - South Gate Road Repairs at Port Bienville (8371 : Spread Proof of Publication for South Gate

General

Order ID: 1184
Export ID:
Status: approved
Price: 72.74
Order date: May 28, 2021 10:32 AM
Transcation ID:
Payment handler:
Category: 990 Notices; 997 Public Notices
Package: Legal Advertising
Package type: hybrid
IP Address: 99.113.133.65

Contact

Hancock County Board of Supervisors
854 Highway 90 Suite A
Bay St. Louis, MS 39520
228-467-0172
Maureen.Anderson@co.hancock.ms.us

Schedule

June 2021

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Start date Jun 2, 2021 - 2 week run

Comments

(none)

Ad text

SECTION 00090 ADVERTISEMENT FOR BIDS NOTICE: Bidders Sealed Bids will be received by the HANCOCK COUNTY BOARD OF SUPERVISORS at 854 HIGHWAY 90, BAY ST. LOUIS, MS 39520 until 10:00 A.M., on July 6, 2021, and shortly thereafter opened and read for: SOUTH GATE ROAD REPAIRS AT PORT BIENVILLE Work will consist of forming and placing concrete roadway panels with reinforcing. Existing concrete panels will be removed and soil and rock base installed by Owner. Project Manuals may be examined at the HANCOCK COUNTY BOARD OF SUPERVISORS, 854 HIGHWAY 90, BAY ST. LOUIS, MS, at the office of the Design Engineer, Compton Engineering, Inc., 3036 Longfellow Drive in Bay St. Louis, or online at www.comptonengineeringplans.com. The bid documents are being made available online via original paper copy or compact disc upon payment $ 125.00 per paper copy and $ 50.00 per compact disc. The drawings bound in the bid documents are photographic reductions of the original tracings. Full-scale drawings may be obtained (provided a set of reduced drawings and specifications has been purchased) for an additional $60.00 per set. Cost includes shipping and handling for each set. The bid documents are non-refundable and must be purchased through the website. Return of documents is not required. All plan holders are required to have a valid email address for online registration. For information regarding website registration and online orders please contact Plan House Printing at 662-407-0193. For information regarding this project, contact Compton Engineering's office at 228-467-2770 in Bay St. Louis, Mississippi. Electronic bids can be submitted at www.comptonengineeringplans.com. For any questions relating to the electronic bidding process, please call Plan House Printing at 662-407-0193. The right is reserved by the Owner to reject any or all bids, to waive any informalities, and to award the Contract to serve the best interest of Owner. HANCOCK COUNTY BOARD OF SUPERVISORS By: Scotty Adam, President Date: May 15, 2021 06/02/21, 06/09/21

Attachment: 20210706 - Proof of Publication - South Gate Road Repairs at Port Bienville (8371 : Spread Proof of Publication for South Gate

"SEALED BID"

Moran Hauling Inc.
10380 Three Rivers Road
Gulfport, MS 39503

Prepared for:
Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

PROJECT:

South Gate Road Repairs
at Port Bienville

C.O.R# 09083-MC

Sealed bid to be delivered by 10:00 A.M. 7/6/2021

RECEIVED
JUL 06 2021
By: 9:54

Attachment: 20210706 - Moran Hauling Inc. (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 1

SECTION 00410

BID FORM

NOTE: Use preferably black ink for completing this Bid form.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

South Gate Road Repairs at Port Bienville

1.02 This Bid is submitted to:

Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.04 The person to contact for additional information regarding this Bid:

NAME: Brandon Suit
TITLE: Treasurer
TELEPHONE: 228-206-1850

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
1	6-29-21

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing

Attachment: 20210706 - Moran Hauling Inc. (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

reliable "technical data" and, (2) reports and drawings of Hazardous Environmental Conditions, if any, at the site that have been identified in SC-4.06 as containing reliable "technical data".

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Attachment: 20210706 - Moran Hauling Inc. (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

HCBOS South Gate Road Repairs at Port Bienville

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	6" thick concrete roadway panel (Reinforcing steel absorbed)	SY	520	132.75	69,030.00
TOTAL PROJECT COST					$69,030.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **15** working days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Contract as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:
A. Required Bid security in the form of Bid Bond, Section 00430.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Attachment: 20210706 - Moran Hauling Inc. (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 1

ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF Mississippi

COUNTY OF Harrison

BIDDER

9.01 The name of the bidder submitting this proposal is:

Moran Hauling Inc.

Headquarters Address: 10380 Three Rivers Rd.
Street

Gulfport MS 39503
City State Zip

228-314-0530
Phone Fax

moranhaulinginc@gmail.com
Email

Local Mailing Address (if different than above):

Street

City State Zip

Address to which all communications concerned with this Bid and with the resulting Contract shall be sent:

Moran Hauling Inc. 10380 Three Rivers Rd.
Name Street or P.O. Box

Gulfport MS 39503
City State Zip

Attention: Brandon Suit Treasurer
Name Title

Submitted on July 6, 20 21.

State Contractor License No. 09083-MC (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Attachment: 20210706 - Moran Hauling Inc. (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 1

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

First Partner Name (typed or printed): _____

Address: _____

Second Partner Name (typed or printed: _____

Address: _____

A Corporation

Corporation Name: Moran Hauling Inc. (SEAL)

State of Incorporation: Mississippi

Type (General Business, Professional, Service, Limited Liability): Profit Corporation

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): Brandon Suit

Title: Treasurer

(CORPORATE SEAL)

Attest: Tammy Moran
(Signature of Corporate Secretary)

Date of Qualification to do business in Mississippi *[State Where Project is Located]* is 5\3\1990

Attachment: 20210706 - Moran Hauling Inc. (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

9.02 I (Bidder) have examined and prepared the foregoing Bid(s) based on the information contained in the Project Manual provided with the Bid; that I have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that these statements are true and correct.

Signature: _____

Title: Treasurer (Corporate Seal)

NOTARY PUBLIC: _____

Subscribe and sworn to before me this 5 day of July, 2021

Notary Public – State of Mississippi

My Commission expires 4.10.23 (Notary Seal).

STATE OF MISSISSIPPI
DANIELLE JAMES
NOTARY PUBLIC
ID No. 127443
Commission Expires
April 10, 2023
HARRISON COUNTY

Attachment: 20210706 - Moran Hauling Inc. (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

SECTION 00430
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Moran Hauling, Inc.
10380 Three Rivers Road
Gulfport, MS 39503

SURETY (Name and Address of Principal Place of Business):

Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201

OWNER (Name and Address): *Hancock County Board of Supervisors*
854 Highway 90
Bay St. Louis, MS 39520

BID
Bid Due Date: July 6, 2021
Project (Brief Description Including Location): *South Gate Road Repairs at Port Bienville*

BOND
Bond Number: n/a
Date (Not later than Bid due date): July 6, 2021
Penal sum Five Percent of the Amount Bid---------- (Words) 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Moran Hauling, Inc. (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature and Title

Attest: Tammy Moran Secretary
Signature and Title

SURETY

Old Republic Surety Company (Seal)
Surety's Name and Corporate Seal

By: Debbie Dunaway
Signature and Title Debbie Dunaway, Attorney-in-Fact
(Attach Power of Attorney) MS Resident Agent

Attest: Lisa Butler
Signature and Title Lisa Butler, Witness

Note: Above addresses are to be used for giving required notice.

Attachment: 20210706 - Moran Hauling Inc. (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability. Recovery of such penal sum under the terms of this Bond shall be the Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   - 3.2. All Bids are rejected by Owner, or
   - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Attachment: 20210706 - Moran Hauling Inc. (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNE

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute ar
appoint: TROY WAGENER, JIM E. BRASHIER, TEB JONES, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, KATHLEEN B SCARBOROUGH, DEWEY B. MASON, SUSAN M SKRMETTA,
JOSEPH R BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, LESSIE RYAN ANDERSON, DEBBIE DUNAWAY, JAMES ELEY BRASHIER

of GULFPORT, MS

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereo ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and no guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirme This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OL REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appo attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers ma remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assista secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the author evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and su signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to b affixed this 26th day of January, 2021.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secreta

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of January, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPAN who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: th they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate se and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instru

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attach Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power Attorney, are now in force.

87-0829

Signed and sealed at the City of Brookfield, WI this 6th day of July, 2021.

Karen J. Haffner
Assistant Secreta

ORSC 22262 (3-06)

BXS INSURANCE, INC.

Attachment: 20210706 - Moran Hauling Inc. (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

MORAN HAULING INC.
17078 MAGNOLIA COVE DR
PASS CHRISTIAN, MS 39571

is duly registered and entitled to perform

1) BUILDING CONSTRUCTION 2) CLEARING, GRUBBING, SNAGGING
3) CULVERTS AND DRAINAGE STRUCTURES 4) DEMOLITION
5) HIGHWAY, STREET AND BRIDGE CONSTRUCTION 6) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION
7) RIGHT OF WAY CLEARING & TRIMMING

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 19 day of Jan., 2021

BOARD OF CONTRACTORS STATE OF MISSISSIPPI

CERTIFICATE OF RESPONSIBILITY
No. 09083-MC
Expires Jan. 19, 2022

Jack A. Carroll
CHAIRMAN OF THE BOARD

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
MORAN HAULING INC.	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	571823
Status:	Good Standing
Effective Date:	05/03/1990
State of Incorporation:	Mississippi
Principal Office Address:	

Registered Agent

Name

Donald Moran III
17078 MAGNOLIA COVE DR
PASS CHRISTIAN, MS 39571

Officers & Directors

Name	Title
Donald W Moran 9185 Cuevas Town Road Picayune, MS 39466	Incorporator
Gaynell C Moran 9185 Cuevas Town Road Picayune, MS 39466	Incorporator
Donald Moran III 17078 Magnolia Cove Dr Pass Christian, MS 39571	Director, President
Zachary Anderson 17078 Magnolia Cove Dr Pass Christian, MS 39571	Director, Vice President
Brandon Suit 9185 Cuevas Town Rd Picayune, MS 39466	Treasurer

Attachment: 20210706 - Moran Hauling Inc. (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

Tammy Lyn Moran
9185 Cuevas Town Rd
Picayune, MS 39466

Secretary

Attachment: 20210706 - Moran Hauling Inc. (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

TWIN L CONSTRUCTION, INC.
8292 FIRETOWER RD.
PASS CHRISTIAN, MS 39571
(228) 255-7930
(228) 255-4155 - FAX
twinl@cableone.net

HANCOCK COUNTY BOARD OF SUPERVISORS
854 HIGHWAY 90, SUITE A
BAY ST. LOUIS, MS 39520

BID FOR:

SOUTH GATE ROAD REPAIRS
AT PORT BIENVILLE

DATE:

7/6/21

TIME:

10:00 A.M.

COR #

08365-MC

Attachment: Twin L (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 1

SECTION 00410

BID FORM

NOTE: Use preferably black ink for completing this Bid form.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

South Gate Road Repairs at Port Bienville

1.02 This Bid is submitted to:

Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.04 The person to contact for additional information regarding this Bid:

NAME: Richard Ladner
TITLE: President
TELEPHONE: 228-255-7930

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
(1)	6.29.21

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing

Attachment: Twin L (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

reliable "technical data" and, (2) reports and drawings of Hazardous Environmental Conditions, if any, at the site that have been identified in SC-4.06 as containing reliable "technical data".

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Attachment: Twin L (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 1

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

HCBOS South Gate Road Repairs at Port Bienville

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	6" thick concrete roadway panel (Reinforcing steel absorbed)	SY	520	122.00	63,440.00
TOTAL PROJECT COST					63,440.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **15** working days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Contract as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:
A. Required Bid security in the form of Bid Bond, Section 00430.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Attachment: Twin L (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 1

ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF MS

COUNTY OF Harrison

BIDDER

9.01 The name of the bidder submitting this proposal is:

Twin L Construction, Inc.

Headquarters Address: 8292 Firetower Rd
Street

Pass Christian MS 39571
City State Zip

228-255-7930 228-255-4155
Phone Fax

twinl@cableone.net
Email

Local Mailing Address (if different than above):

Same as above
Street

" " "
City State Zip

Address to which all communications concerned with this Bid and with the resulting Contract shall be sent:

Same as above
Name Street or P.O. Box

" " "
City State Zip

Attention: Richard Ladner President
Name Title

Submitted on 7-6, 2021.

State Contractor License No. 08365-mc. (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): N/A

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Attachment: Twin L (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 1

A Partnership N/A

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

First Partner Name (typed or printed): _____

Address: _____

Second Partner Name (typed or printed: _____

Address: _____

A Corporation

Corporation Name: Twin L Construction, Inc. (SEAL)

State of Incorporation: MS

Type (General Business, Professional, Service, Limited Liability): General Business

By: Richard Lacher
(Signature – attach evidence of authority to sign)

Name (typed or printed): Richard Lacher

Title: President

(CORPORATE SEAL)

Attest: Kathy Lacher
(Signature of Corporate Secretary)

Date of Qualification to do business in MS *[State Where Project is Located]* is 8/1/83.

Attachment: Twin L (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 1

A Joint Venture

Name of Joint Venturer: N/A

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

9.02 I (Bidder) have examined and prepared the foregoing Bid(s) based on the information contained in the Project Manual provided with the Bid; that I have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that these statements are true and correct.

Signature: Michael Loden

Title: President (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this 6th day of June, 2021

Notary Public – State of MS Janet Loden.

My Commission expires 3-31-25 (Notary Seal)

HARRISON COUNTY MISSISSIPPI NOTARY PUBLIC JANET LAUNIUS ID # 24789 My Commission Expires 3-31-25

Attachment: Twin L (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

SECTION 00430
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): Twin L Construction, Inc.
8292 Firetower Rd.
Pass Christian, MS 39571

SURETY (Name and Address of Principal Place of Business): Endurance Assurance Corporation
4 Manhattanville Road, 3rd Floor
Purchase, NY 10577

OWNER (Name and Address): *Hancock County Board of Supervisors*
854 Highway 90
Bay St. Louis, MS 39520

BID
Bid Due Date: July 6, 2021
Project (Brief Description Including Location): *South Gate Road Repairs at Port Bienville*

BOND
Bond Number: n/a
Date (Not later than Bid due date): July 6, 2021
Penal sum Five Percent of Total Amount Bid (Words) 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
Twin L Construction, Inc. (Seal)	Endurance Assurance Corporation (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: [signature]	By: [signature]
Signature and Title President	Signature and Title Garrett Turner, Attorney-In-Fact
	(Attach Power of Attorney)
Attest: [signature]	Attest: [signature]
Signature and Title CFO's Assist	Signature and Title Meghann Turner, Producer

Note: Above addresses are to be used for giving required notice.

Attachment: Twin L (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability. Recovery of such penal sum under the terms of this Bond shall be the Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Attachment: Twin L (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

11369

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation,** a Delaware corporation, **Endurance American Insurance Company,** a Delaware corporation, **Lexon Insurance Company,** a Texas corporation, and/or **Bond Safeguard Insurance Company,** a South Dakota corporation, each, a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Mary Catherine Turner, Garrett Turner, Meghann Catherine Turner** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **TEN MILLION Dollars ($10,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 6th day of July, 20 21.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Attachment: Twin L (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

SECTION 00870

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, NON-COLLUSION AND OTHER RESPONSIBILITY MATTERS

Under Executive Order 12549 individuals or organizations debarred from participation in Federal Assistance Programs may not receive an assistance award under a federal program or subagreement there under for $25,000 or more. Accordingly, each recipient of a Federally-Funded contract or subcontract exceeding $25,000 must complete the following certification (see 40 CFR 32.510). The prime bidder shall attach the copies of this certification to his bid.

The prospective participant certifies to the best of their knowledge and belief that it and its principals:

(a) Have not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officials, partners, employees or principal owners;

(b) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(c) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(d) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Subsection 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

South Gate Road Repairs e Port Bienville

Title of Project or Subcontract

Twin L Const Inc. Richard Rolen 7-6-21

Prime or Subcontractor's Name Signature/Date

( ) I am unable to certify to the above statements. Attached is my explanation.

Attachment: Twin L (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

MINUTES

A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF TWIN L CONSTRUCTION, INC., A MISSISSIPPI CORPORATION WAS HELD AT 2:00 P.M. ON SEPTEMBER 7, 2001, AT THE OFFICES OF THE CORPORATION, 8292 FIRETOWER ROAD, PASS CHRISTIAN, MISSISSIPPI. THERE WAS PRESENT AT THE MEETING THE FOLLOWING:

RICHARD LADNER
KATHY LADNER
RICKEY LADNER

CONSTITUTING ALL OF THE DIRECTORS OF SAID CORPORATION.

RICHARD LADNER ACTED AS CHAIRMAN OF THE MEETING AND KATHY LADNER ACTED AS SECRETARY.

THE CHAIRMAN STATED THAT IT WAS NECESSARY TO GIVE AUTHORITY TO THE PRESIDENT TO ENTER INTO ANY CONTRACT OR EXECUTE AND DELIVER ANY INSTRUMENT IN THE NAME OF AND ON BEHALF OF THE CORPORATION, AND SUCH AUTHORITY MAY BE GENERAL OR CONFINED TO SPECIFIC INSTANCES. AFTER DISCUSSION IT WAS DETERMINED THAT IT IS IN THE BEST INTEREST OF SAID CORPORTION TO ACCEPT THE MOTION MADE AND THE RESOLUTION WAS ADOPTED.

THERE BEING NO FUTHER BUSINESS TO COME BEFORE THE MEETING IT WAS ADJOURNED.

Richard Ladner
RICHARD LADNER, PRESIDENT

Kathy Ladner
KATHY LADNER, SECRETARY

Attachment: Twin L (8372 : Open and take under advisement Bids received for South Gate Road Repairs.)

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 28, 2021
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20210628-01
	JUNE 28, 2021 DOCKET

ATTACHED:
18-JUNE 28, 2021

Attachment: RESOLUTION# 20210628-01 JUNE 28, 2021 DOCKET (9395 : HCPHC June 28, 2021 Docket of Claims)

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

RESOLUTION# 20210628-01

Claims Docket

BE IT RESOLVED, that the June 28, 2021 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 28th day of June 2021.

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

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
18-JUNE 28, 2021

Attachment: RESOLUTION# 20210628-01 JUNE 28, 2021 DOCKET (9395 : HCPHC June 28, 2021 Docket of Claims)

HANCOCK COUNTY PORT & HARBOR COMMISSION
G O DOCKET
JUNE 28, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	ADAMS LORRAINE FLOWER SHOP	PROMOTIONAL-FLOWERS	$ 100.00
2	AFLAC	AFLAC INSURANCE	$ 1,248.72
3	AGJ SYSTEMS & NETWORKS INC.	HARDWARE-LAPTOP & MONITOR	$ 1,393.96
4	ALARMS PLUS	R&M-ADMIN BLDG FIRE ALARM SYSTEM	$ 100.00
5	BALCH & BINGHAM LLP	LEGAL SERVICES	$ 7,938.40
6	C SPIRE BUSINESS SOLUTIONS	MONTHLY UTILITIES	$ 1,156.75
7	COMPTON ENGINEERING, INC	SURVEY LEASE PROPERTIES	$ 2,250.00
8	FEDEX	POSTAGE	$ 20.42
9	FIRST NATIONAL BANK OMAHA	LOCAL INDUSTRY PROMOTION MEETING	$ 24.49
10	GRANICUS, LLC	MINUTETRAQ ANNUAL SOFTWARE FEE	$ 7,920.00
11	HANCOCK COUNTY CHANCERY CLERK	RECORDING FEES	$ 55.00
12	INFINISOURCE, DBA ISOLVED	MEDICAL HRA PLAN	$ 753.66
13	INTERNAL REVENUE SERVICE	PAYROLL TAXES	$ 14,338.84
14	OCHSNER CLINIC LLC	EMPLOYEE DRUG SCREENING	$ 40.00
15	RAILROAD CT-1 TAXES	PAYROLL TAXES	$ 9,508.92
16	RANKIN & ASSOC PAYROLL ACCOUNT	MONTHLY PAYROLL	$ 55,535.68
17	RLI SURETY	BOND-BILL COTTER	$ 175.00
18	SOUTHSHORE BUILDING SERVICES, INC	CUSTODIAL SERVICES	$ 695.00
19	PHOENIX BUSINESS CONSULTING	SAP BY DESIGN	$ 61,340.00
		TOTAL GO DOCKET:	$ 164,594.84

Attachment: RESOLUTION# 20210628-01 JUNE 28, 2021 DOCKET (9395 : HCPHC June 28, 2021 Docket of Claims)

HANCOCK COUNTY PORT & HARBOR COMMISSION
RAILROAD DOCKET
JUNE 28, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	AT&T MOBILITY	MONTHLY UTILITIES	$ 37.23
2	C SPIRE WIRELESS	MONTHLY UTILITIES	$ 2,830.95
3	CANON FINANCIAL SERVICES, INC.	COPIER RENTAL/USAGE	$ 178.91
4	CARD SERVICES	TRAVEL-FRA SAFETY TRAINING	$ 2,841.05
5	CSX TRANSPORTATION, INC	CAR HIRE, APRIL	$ 18.36
6	DAVISON FUELS, INC	SUPPLIES-FUEL	$ 16,265.50
7	MARCUKUITIS, MATTHEW	TRAVEL ADVANCE-FRA SAFETY TRAINING	$ 360.00
8	NORFOLK SOUTHERN RAILWAY CO.	CAR HIRE, APRIL	$ 40.75
9	OLIVER, JASON	TRAVEL ADVANCE-FRA SAFETY TRAINING	$ 360.00
10	RAILCAR MANAGEMENT, LLC	CAR HIRE, APRIL	$ 1,390.12
11	RAILCAR MANAGEMENT, LLC	CAR HIRE ACCOUNTING, MAY	$ 3,569.92
12	S & L OFFICE SUPPLIES	SUPPLIES-CUSTODIAL & OFFICE	$ 231.46
13	SOUTHEAST MOTIVE POWER LLC	R&M-LOCOMOTIVE AIR VALVE	$ 1,433.00
14	WARING OIL COMPANY, LLC	SUPPLIES-OIL	$ 1,309.88
		TOTAL OPERATING EXPENSE:	$ 30,867.13
		CAPITAL PROJECTS	
15	NEEL-SCHAFFER, INC.	RR2101, TAIL TRACK UPGRADE RR2103, 2021 ROCK & TIMBER	$ 4,655.75
		TOTAL CAPITAL EXPENSE:	$ 4,655.75
		TOTAL RAILROAD DOCKET:	$ 35,522.88

Attachment: RESOLUTION# 20210628-01 JUNE 28, 2021 DOCKET (9395 : HCPHC June 28, 2021 Docket of Claims)

HANCOCK COUNTY PORT & HARBOR COMMISSION
INDUSTRIAL PARK DOCKET
JUNE 28, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	BXS INSURANCE	GENERAL LIABILITY INSURANCE	$ 224.00
2	C SPIRE BUSINESS SOLUTIONS	MONTHLY UTILITIES	$ 1,051.29
3	CAR PARTS CENTER / CAR QUEST, INC	R&M-BACKHOE OIL & FILTER	$ 146.24
4	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 764.38
5	GULF BREEZE LANDSCAPING, LLC	LAWN MAINTENANCE	$ 5,810.50
6	MOSS TOWING	EMERGENCY TOW FROM GULFPORT	$ 125.00
7	PUCKETT MACHINERY COMPANY	R&M-BACKHOE PARTS	$ 125.68
8	ROBINSON ELECTRIC PICAYUNE	R&M-TRAINING CENTER LIGHTING	$ 291.90
9	SOUTHSHORE BUILDING SERVICES, INC	CUSTODIAL SERVICES	$ 225.00
		TOTAL OPERATING EXPENSE:	$ 8,763.99
		CAPITAL PROJECTS	
10	COMPTON ENGINEERING, INC	PB1704, NEW DOCK SITE 4 PB2102, PUBLIC DOCK MOORING	$ 11,210.00
		TOTAL CAPITAL EXPENSE:	$ 11,210.00

Attachment: RESOLUTION# 20210628-01 JUNE 28, 2021 DOCKET (9395 : HCPHC June 28, 2021 Docket of Claims)

HANCOCK COUNTY PORT & HARBOR COMMISSION
STENNIS INTERNATIONAL AIRPORT DOCKET
JUNE 28, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	AIRGAS INC	NITROGEN CYLINDER RENTALS	$ 98.89
2	ALARMS PLUS	ANNUAL ALARM MONITORING	$ 360.00
3	C SPIRE BUSINESS SOLUTIONS	MONTHLY UTILITIES	$ 1,952.19
4	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 942.39
5	FUELMAN	SUPPLIES-FUEL	$ 375.96
6	GULF BREEZE LANDSCAPING, LLC	LAWN MAINTENANCE	$ 13,225.75
7	KUTCHINS & GROH, LLC	UPDATE 3-YEAR DBE PROGRAM	$ 7,940.00
8	MAYLEY'S PEST CONTROL LLC	PEST CONTROL	$ 466.00
9	PRO-TEC FIRE SERVICES, LTD.	ARFF SERVICES	$ 27,083.33
10	ROBINSON ELECTRIC PICAYUNE	SUPPLIES-TERMINAL BLDG BULBS	$ 766.32
11	ROTO-ROOTER	R&M-TERMINAL BLDG ROOF DRAIN	$ 273.59
12	SANSOM EQUIPMENT COMPANY, INC	R&M-SWEEPER BELT	$ 715.00
13	SOUTHERN PIPE & SUPPLY	R&M BUILDING-ATCT COOLING/HEATING UNIT	$ 990.86
14	SOUTHSHORE BUILDING SERVICES, INC	CUSTODIAL SERVICES	$ 1,136.00
15	THE STATION INC, DBA COMPANY TWO	FIRE TRUCK LEASE	$ 8,000.00
16	WATSON, CHANSE	TRAVEL ADVANCE-MAA/ T. BOOTH RETIREMENT	$ 379.52
		TOTAL OPERATING EXPENSE:	$ 64,705.80
		CAPITAL PROJECTS	
17	BALCH & BINGHAM LLP	AP2016, PACKAGING HANGAR AP2107, PROJECT HANGARS	$ 60.00
18	DRACE CONSTRUCTION CORPORATION	AP1701, HANGAR PHASE II	$ 558,670.43
19	KUTCHINS & GROH, LLC	AP2016, PACKAGING HANGAR AP2107, PROJECT HANGARS	$ 1,790.00
20	NEEL-SCHAFFER, INC.	AP1805, MULTI-USER STRIP AP2109, 5 BAY HANGAR	$ 14,299.15
21	THE SUN HERALD	AP2108, RUNWAY CENTERLINE REPAIR	$ 177.68
22	UNABRIDGED ARCHITECTURE, PLLC	AP2004, 846 ACRES SITE DEVELOPMENT	$ 4,570.00
		TOTAL CAPITAL EXPENSE:	$ 579,567.26
		TOTAL AIRPORT DOCKET:	$ 644,273.06

Attachment: RESOLUTION# 20210628-01 JUNE 28, 2021 DOCKET (9395 : HCPHC June 28, 2021 Docket of Claims)

HANCOCK COUNTY PORT & HARBOR COMMISSION
F A A DOCKET
JUNE 28, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	KUTCHINS & GROH, LLC	FAA34-2020 AIRPORT LAYOUT PLAN	$ 6,856.25
		TOTAL FAA DOCKET:	$ 6,856.25

Attachment: RESOLUTION# 20210628-01 JUNE 28, 2021 DOCKET (9395 : HCPHC June 28, 2021 Docket of Claims)

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 28, 2021
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20210628-02
	FY2021 BUDGET AMENDMENT #3

ATTACHED:
FInal FY2021 used in budget doc fund budget

Attachment: RESOLUTION# 20210628-02 FY2021 BUDGET AMENDMENT #3 (9396 : HCPHC FY2021 Budget Amendment #3)

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210628-02

FY2021 BUDGET AMENDMENT #3

WHEREAS, by Resolution 20200824-02 and amended by 20210322-02 and 20210426-06, the Commission passed its FYE2021 Budget and associated 2020 WIP – 2023 Capital Improvement Plan;

WHEREAS, the McDonald Training Center, located at Port Bienville, received additional budget for Repair & Maintenance – Buildings, being part of "Other Services & Charges" class with budget modification #2;

WHEREAS, some upgrades to the training center included adding Office Supplies and Equipment, both part of the "Operating Supplies & Materials" class, therefore $11,216.50 of the Repair & Maintenance budget needs to be transferred to those line items without adding any additional budget;

WHEREAS, the Commission's Finance and Risk Management policy requires Commission approval to transfer budget between different classes;

WHEREAS, it is in the best interest of the Commission to transfer budget from class, "Other Services & Charges" Repair and Maintenance – Buildings line item to class, "Operating Supplies & Materials" line items Equipment, Supplies- Operating, and Supplies – Office;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby authorizes its Comptroller to move budget from "Other Services & Charges" Repair and Maintenance – Buildings to "Operating Supplies & Materials" line items Equipment and Supplies – Office in a total amount of $11,216.50 and does not require an increase to the overall budget;

ATTACHED:
FInal FY2021 used in budget doc fund budget

Attachment: RESOLUTION# 20210628-02 FY2021 BUDGET AMENDMENT #3 (9396 : HCPHC FY2021 Budget Amendment #3)

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:	Robert Martin, Commissioner
AYES:	Swanson, Ward, Holman, Jordan, Martin, Necaise
ABSENT:	Michael Casano
EXCUSED:	Michael Bennett

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
FInal FY2021 used in budget doc fund budget

Attachment: RESOLUTION# 20210628-02 FY2021 BUDGET AMENDMENT #3 (9396 : HCPHC FY2021 Budget Amendment #3)

HANCOCK COUNTY PORT AND HARBOR COMMISSION
FYE 2021 BUDGET
CONSOLIDATED -Modification #3

	Total Budget	General Operating Budget	Railroad Budget	Industrial Park Budget	Airport Budget	FAA Budget
TOTAL RESOURCES IN						
Use of Money & Property	$ 5,159,833	$ -	$ 1,945,530	$ 1,247,056	$ 1,967,247	$ -
Charges for Services	6,467,309	-	6,333,309	134,000	-	-
Other Operating Revenue	485,030	-	15,800	60,000	409,230	-
Non Operating Revenue	18,000	900	12,600	1,800	2,700	-
Grant Revenues - Capital Projects	9,110,123	-	521,888	6,163,100	615,633	1,809,502
Notes Receivable (Principal)	-	-	-	-	-	-
Lease Financing	-	-	-	-	-	-
Appropriations from Prior Year	8,844,905	-	8,844,905	-	-	-
Transfers In	12,921,804	**2,283,039**	**-**	**2,147,632**	**8,333,212**	**157,921**
TOTAL RESOURCES IN	43,007,004	2,283,939	17,674,032	9,753,588	11,328,022	1,967,423
TOTAL RESOURCES OUT						
Operating Supplies & Materials	519,309	94,217	242,350	28,467	154,275	-
Other Services & Charges	3,704,803	890,407	701,623	492,642	1,620,131	-
Personnel Services	3,131,179	1,299,315	1,141,722	316,745	373,397	-
Capital Projects	22,729,910	-	**2,666,533**	**8,915,735**	**9,180,219**	**1,967,423**
Transfers Out	12,921,804	-	**12,921,804**	**-**	**-**	**-**
TOTAL RESOURCES OUT	$ 43,007,004	$ 2,283,939	$ 17,674,032	$ 9,753,588	$ 11,328,022	$ 1,967,423

Attachment: RESOLUTION# 20210628-02 FY2021 BUDGET AMENDMENT #3 (9396 : HCPHC FY2021

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 28, 2021
To:	Port & Harbor Commission
From:	James Buras, Director of Public Works
Subject:	RESOLUTION# 20210628-03
	SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 & RR2101 ROCK AND TIMBER REPLACEMENT & TAIL TRACK UPGRADES IN THE AMOUNT OF $977,701.23

ATTACHED:
Trac-Work Executed Contract RR2103 & RR2101 2021

Attachment: RESOLUTION# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210628-03

SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 & RR2101 ROCK AND TIMBER REPLACEMENT & TAIL TRACK UPGRADES IN THE AMOUNT OF $977,701.23

WHEREAS, by Resolution 20210524-04, the Hancock County Port & Harbor Commission (Commission) authorized the award & execution of a contract with Trac-Work, Inc. for Projects RR2103 & RR2101 Rock and Timber Replacement and Tail Track Upgrades in the amount of $977,701.23 and thereafter spread upon the minutes of the Commission;

WHEREAS, the Commission wishes to spread on the minutes the executed Trac-Work, Inc. contract ;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby spreads in the minutes the attached executed Contract with Trac-Work, Inc.

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.

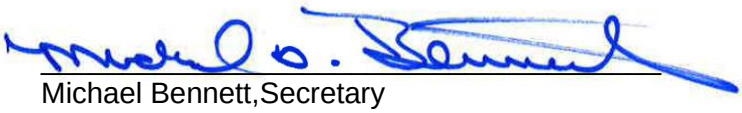
RESULT:	**CARRIED AS AMENDED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Robert Martin, Commissioner
SECONDER:	Paula Jordan, Vice President
AYES:	Swanson, Ward, Holman, Jordan, Martin, Necaise
ABSENT:	Michael Casano
EXCUSED:	Michael Bennett

Derek Necaise, President

ATTEST:

ATTACHED:
Trac-Work Executed Contract RR2103 & RR2101 2021

Attachment: RESOLUTION# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &



Michael Bennett,Secretary

ATTACHED:
Trac-Work Executed Contract RR2103 & RR2101 2021

Attachment: RESOLUTION# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

CONTRACT

2021 ROCK AND TIMBER REPLACEMENT & TAIL TRACK UPGRADE
PROJECT NO. RR2103 & RR2101
HANCOCK COUNTY PORT & HARBOR COMMISSION

This Contract, made this the 18th day of June, 20 21 by and between the Hancock County Port & Harbor Commission, Mississippi, Hancock County, Mississippi, hereinafter called "Owner" and **Trac-Work, Inc.** doing business as a **Corporation** located in **Ennis, TX**, hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete "2021 ROCK AND TIMBER REPLACEMENT & TAIL TRACK UPGRADE – PROJECT NO. RR2103 & RR2101" 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 **120 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 Section 00800, Supplementary Conditions, Part 16, Liquidated and Special Damages.

   The **CONTRACTOR** will be subject to liquidated damages in the amount of $300.00 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

Attachment: RESOLUTION# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

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 **Nine Hundred Seventy-Seven Thousand Seven Hundred One Dollars and Twenty-Three Cents** ($ 977,701.23) 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 **Nine Hundred Seventy-Seven Thousand Seven Hundred One Dollars and Twenty-Three Cents** ($ 977,701.23).

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 **Nine Hundred Seventy-Seven Thousand Seven Hundred One Dollars and Twenty-Three Cents** ($ 977,701.23).

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# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

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 _____

BRIDGETTE E. JONES
NOTARY PUBLIC
(Seal) ID No. 124170
Commission Expires
May 28, 2022
STATE OF MISSISSIPPI
HARRISON COUNTY

CONTRACTOR

BY _____

(President) Robert Favors

ATTEST _____

(Seal)

Attachment: RESOLUTION# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Hancock County Port & Harbor Commission, Hancock County, Mississippi.

2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.

3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.

4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.

8. 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# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

Bond # PRF9370744

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT

Trac-Work, Inc.
(Name of Contractor)

3801 North I-45, Ennis, TX 75119
(Address of Contractor)

a **Corporation** hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Fidelity and Deposit Company of Maryland
(Name of Surety)

1299 Zurich Way, 5th Floor, Schaumburg, IL 60196
(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 **Nine Hundred Seventy-Seven Thousand Seven Hundred One Dollars and Twenty-Three Cents** ($ **977,701.23**).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 _____ day of _____,20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

2021 ROCK AND TIMBER REPLACEMENT & TAIL TRACK UPGRADE
PROJECT NO. RR2103 & RR2101

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

Attachment: RESOLUTION# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

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, 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 18th day of June, 20 21.

ATTEST: Ericka Allen
(Principal) Secretary

(SEAL)

Trac-Work, Inc.

By _____(s)
Robert Favors, President
3801 North I-45
(Address)
Ennis, TX 75119

Witness as to Principal
3801 N. I-45
(Address)
Ennis, TX 75119

Fidelity and Deposit Company of Maryland
Surety

ATTEST:

By _____
Debra Lee Moon, Attorney-in-Fact
1299 Zurich Way, 5th Floor
(Address)
Schaumburg, IL 60196

Witness as to Surety
5057 Keller Springs Rd, Ste 400, Addison, TX 75001
(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# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

Bond # PRF9370744

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

Trac-Work, Inc.
(Name of Contractor)

3801 North I-45, Ennis, TX 75119
(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and Fidelity and Deposit Company of Maryland
(Name of Surety)

1299 Zurich Way, 5th Floor, Schaumburg, IL 60196
(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 Nine Hundred Seventy-Seven Thousand Seven Hundred One and Twenty-Three Cents ($977,701.23) 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 _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

2021 ROCK AND TIMBER REPLACEMENT & TAIL TRACK UPGRADE
PROJECT NO. RR2103 & RR2101

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# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

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 15th day of June, 20 21.

ATTEST:

Trac-Work, Inc.

Ercla Allen
(Principal) Secretary

(SEAL)

By _____(s)
Robert Favors, President
3801 North 1-45
(Address)
Ennis, TX 75119

Witness as to Principal
3801 N. I-45
(Address)
Ennis, TX 75119

Fidelity and Deposit Company of Maryland
Surety

ATTEST:

By _____
Debra Lee Moon, Attorney-in-Fact

Witness as to Surety
5057 Keller Springs Rd, Ste 400
(Address)
Addison, TX 75001

1299 Zurich Way, 5th Floor
(Address)
Schaumburg, IL 60196

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# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sammy Joe MULLIS, JR., Suzanne Elizabeth NIEDZWIEDZ, John William NEWBY, Joshua D. TRITT, Sandra Lee RONEY, Debra Lee MOON, Andrea Rose CRAWFORD, Troy Russell KEY, Cheri Lynn IRBY of Addison, Texas, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of February, A.D. 2021.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of February, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: RESOLUTION# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By- Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this_____ day of_____.

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Attachment: RESOLUTION# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

ZURICH

Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

Attachment: RESOLUTION# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

ACORD

TRACINC-03

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/15/2021

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
Mullis Newby Hurst – Texas
5057 Keller Springs Road
Suite 400
Addison, TX 75001

CONTACT NAME: Sharon Peoples
PHONE (A/C, No, Ext): (972) 201-0133 FAX (A/C, No):
E-MAIL ADDRESS: speoples@mnhins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : Amerisure Insurance Company	19488
INSURER C : Indian Harbor Insurance Company	36940
INSURER D : Amerisure Mutual Insurance Company	23396
INSURER E : The Travelers Lloyds Insurance Company	41262
INSURER F : Mercer Insurance Company	14478

INSURED
Trac-Work, Inc.
Div. 34
P.O. Box 550
Ennis, TX 75120

COVERAGES **CERTIFICATE NUMBER: Div 34** **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	$	1,000,00
	CLAIMS-MADE X OCCUR			080877886	7/15/2020	7/15/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,00
	X Includes work within						MED EXP (Any one person)	$	5,00
	X 50 Ft of Railroad						PERSONAL & ADV INJURY	$	1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,00
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,00
	OTHER:							$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,00
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS			CA21149100001	7/15/2020	7/15/2021	BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	3,000,00
	X EXCESS LIAB CLAIMS-MADE			SXS0057181	7/15/2020	7/15/2021	AGGREGATE	$	3,000,00
	DED RETENTION $							$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A		WC21149060002	7/15/2020	7/15/2021	E.L. EACH ACCIDENT	$	1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,00
							E.L. DISEASE - POLICY LIMIT	$	1,000,00
E	Con Eq-Owned Per Sch			QT-630-1L174205	7/15/2020	7/15/2021	L/R Any One Item		750,00
F	XS Liab-XS of AXIS			27307641	7/15/2020	7/15/2021	Occurrence/Aggregate		1,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Operations of the Insured

Certificate holder includes: Hancock County Port & Harbor Commission

CERTIFICATE HOLDER

Hancock County Port and 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

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: RESOLUTION# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

AGENCY CUSTOMER ID: TRACINC-03
LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY Mullis Newby Hurst – Texas	NAMED INSURED Trac-Work, Inc. Div. 34 P.O. Box 550 Ennis, TX 75120
POLICY NUMBER SEE PAGE 1	
CARRIER SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Extended Coverage
$3,000,000 Occurrence/$3,000,000 Aggregate - Excess General Liability & Employers Liability (Excess of Lexington General Liab & Amerisure Employers Liab)
Policy #NHA090780 - RSUI Indemnity Company - NAIC #22314 Policy Term: 7-15-2020/7-15-2021

$1,000,000 CSL Each Accident - Auto Excess Liability (Excess of Amerisure Automobile Liability)
Policy #HO20EXC936187IC - Navigators Insurance Company - NAIC #42307 Policy Term: 7-15-2020/7-15-2021

APPLIES ONLY IF APPLICABLE COVERAGE IS EVIDENCED ON ACORD 25 – CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Auto, and Excess Liability policies include a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder for ongoing and completed operations only when there is written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto, and Excess Liability policies contain an endorsement with primary and noncontributory wording that may apply only when there is a written contract between the named insured and the certificate holder that may require such status.

The General Liability, Auto, Excess Liability, and Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires this.

The Contractors Equipment policy includes a blanket Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.

The Automobile policy includes a Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.

Excess Liability follows form over Workers Compensation,Auto Liability and General Liability as respects to Additional Insured subject to policy forms, terms, conditions and exclusions.

General Liability - no XCU exclusion

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: RESOLUTION# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 6/17/2021

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Mullis Newby Hurst – Texas 5057 Keller Springs Road Suite 400 Addison, TX 75001	PHONE (A/C, No, Ext): (972) 201-0100 FAX (A/C, No): (972) 201-0123 E-MAIL ADDRESS: CODE: SUB CODE: AGENCY CUSTOMER ID #: TRACINC-03
COMPANY The Travelers Lloyds Insurance Company One Tower Square Hartford, CT 06183	
INSURED Trac-Work Inc P.O. Box 550 Ennis, TX 75120	LOAN NUMBER POLICY NUMBER: QT660IL174752 EFFECTIVE DATE: 6/21/2021 EXPIRATION DATE: 1/21/2022 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
13010 Sea Plane Road, Bay Saint Louis, MS 39520

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Limit at any one location Limit	$977,701	1,0(
Limit at temporary location Limit	$250,000	1,0(
Transit Limit	$250,000	1,0(
Earthquake Limit	$977,701	25,0(

REMARKS (Including Special Conditions)

Special Conditions:
Owners and Sub-Contractors all tiers are included as Named Insured

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.

ADDITIONAL INTEREST

NAME AND ADDRESS

Hancock County Port & Harbor Commission
14054 Fred & Al Key Rd.
Kiln, MS 39556

☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE

LOAN #

AUTHORIZED REPRESENTATIVE

ACORD 27 (2016/03)

© 1993-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: RESOLUTION# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

TRACINC-03

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/17/2021

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: Sharon Peoples
Mullis Newby Hurst – Texas 5057 Keller Springs Road Suite 400 Addison, TX 75001	PHONE (A/C, No, Ext): (972) 201-0133 FAX (A/C, No): E-MAIL ADDRESS: speoples@mnhins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Mid Continent Casualty Company — 23418
INSURED Hancock County Port & Harbor Commission 14054 Fred & Al Key Rd. Kiln, MS 39556	INSURER B : INSURER C : 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	COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			04OCP002001076	6/21/2021	1/31/2022	EACH OCCURRENCE	$ 1,000,0
	[X] Owner's & Contractor						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,0
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract Number: Project No. RR2103 & RR2101

Job Location: 13010 Sea Plane Rd., Bay Saint Louis, MS

Contractor: Trac-Work, Inc.

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

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: RESOLUTION# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

AGENCY CUSTOMER ID: TRACINC-03

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Mullis Newby Hurst – Texas	Hancock County Port & Harbor Commission 14054 Fred & Al Key Rd. Kiln, MS 39556
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Policy Includes Architects, Engineers and Surveyors as Additional Insureds

Attachment: RESOLUTION# 20210628-03 SPREADING IN MINUTES THE EXECUTED CONTRACT TRAC-WORK, INC. FOR PROJECT RR2103 &

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 28, 2021
To:	Port & Harbor Commission
From:	James Buras, Director of Public Works
Subject:	RESOLUTION# 20210628-04
	SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECO-RESTORE, LLC AND LETTER OF CREDIT FOR SITE 4 PERMITTEE RESPONSIBLE MITIGATION

ATTACHED:
Agreement with EcoRestore, LLC 5-12-21
Recommendation to Accept LOC 6-16-21

Attachment: RESOLUTION# 20210628-04 SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECORESTORE, LLC AND LETTER OF

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210628-04

SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECO-RESTORE, LLC AND LETTER OF CREDIT FOR SITE 4 PERMITTEE RESPONSIBLE MITIGATION

WHEREAS, by Resolution 20210412-09, the Hancock County Port & Harbor Commission (Commission) awarded the Site 4 PRM Conservation creation project to Eco-Restore, LLC and delegated certain authorities to the Chief Executive Officer, including the authority to execute the contract;

WHEREAS, pursuant to the authority delegated in Resolution 20210412-09, Bill Cotter executed the agreement for an amount Not to Exceed $243,875.00;

WHEREAS, Eco-Restore, LLC has provided a Letter of Credit in lieu of payment and performance bonds for $243,874.00, which is $1 less than the contract amount;

WHEREAS, the attached letter of recommendation from the Engineer of Record, Compton Engineering, recommends moving forward with this Letter of Credit and waiving the irregularity of the amount difference;

WHEREAS, execution of the contract and allowing the Letter of Credit for $243,874.00 is in the best interest of the Commission and Hancock County;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby accepts and spreads in the minutes the attached contract with Eco-Restore, LLC and Letter of Credit .

ATTACHED:
Agreement with EcoRestore, LLC 5-12-21
Recommendation to Accept LOC 6-16-21

Attachment: RESOLUTION# 20210628-04 SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECORESTORE, LLC AND LETTER OF

RESULT:	**CARRIED AS AMENDED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Robert Martin, Commissioner
SECONDER:	Paula Jordan, Vice President
AYES:	Swanson, Ward, Holman, Jordan, Martin, Necaise
ABSENT:	Michael Casano
EXCUSED:	Michael Bennett

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Agreement with EcoRestore, LLC 5-12-21
Recommendation to Accept LOC 6-16-21

Attachment: RESOLUTION# 20210628-04 SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECORESTORE, LLC AND LETTER OF

AGREEMENT

Between The

Hancock County Port and Harbor Commission

and

Eco-Restore, LLC

For The

PORT BIENVILLE CONSERVATION MANAGEMENT AREA MITIGATION PROJECT

THIS AGREEMENT is made and entered into by and between the Hancock County Port and Harbor Commission, a public organization of the State of Mississippi, whose address is 14054 Fred and Al Key Road, Kiln, Mississippi, hereinafter referred to as the "HCPHC," and Eco-Restore, LLC, a private corporation, whose address is 14231 Seaway Road, Gulfport, MS 39503, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the HCPHC desires to engage the CONTRACTOR to complete the work of the Port Bienville Conservation Management Area Mitigation Project, hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONTRACTOR represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to provide the desired services to the HCPHC; and

WHEREAS, the HCPHC and the CONTRACTOR have agreed on the type and extent of services to be rendered by the CONTRACTOR and the amount and method of compensation to be paid by the HCPHC to the CONTRACTOR for services rendered.

NOW THEREFORE, the HCPHC and the CONTRACTOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1 INDEPENDENT CONTRACTOR. The CONTRACTOR will perform as an Independent Contractor and not as an employee, representative or agent of the HCPHC.

2 PROJECT MANAGER AND NOTICES. Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with PROJECT coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager(s) by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Attachment: RESOLUTION# 20210628-04 SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECORESTORE, LLC AND LETTER OF

Project Manager for the HCPHC: James, Buras, P.E.,
14054 Fred and Al Key Road,
Kiln, MS,

Project Manager for the CONTRACTOR: Brandon Pike,
14231 Seaway Road, Suite, 7012
Gulfport, MS 39503.

Any changes to the above representatives or addresses must be provided to the other party in writing.

2.1 The HCPHC's Project Manager is not authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Any such request for a time extension must be in writing, explain the reason for the extension and be signed by the CONTRACTOR. The HCPHC's Project Manager is not authorized to approve any time extension, which will result in an increased cost to the HCPHC or which will exceed the expiration date set forth in Paragraph 5, Contract Period.

3 SCOPE OF WORK. The CONTRACTOR, upon written notice to proceed from the HCPHC, agrees to furnish all equipment, tools, materials, labor and all other things necessary to complete the PROJECT, and perform in accordance with the terms and conditions of this Agreement, the Special Project Terms and Conditions set forth in Exhibit "A," the HCPHC's Request for Proposals, 218-032.011, including all Addenda, and the CONTRACTOR'S response to RFP 218-032.011, which are both incorporated herein by reference, and Exhibit "B," CONTRACTOR'S Progress Schedule. Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work and associated costs, except as provided in subparagraphs 2.1 and 3.3 herein, must be mutually agreed to in a formal written amendment approved by the HCPHC and the CONTRACTOR prior to being performed by the CONTRACTOR, subject to the provisions of Paragraph 4, Compensation.

3.1 No acceptance or approval by the HCPHC of any subcontractor, supplier or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the HCPHC to reject defective work or shall create any HCPHC liability for the acts or omissions of these individuals or entities.

3.2 Change Orders may be issued by the owner for additional work on an as needed basis for ancillary PROJECT services. The CONTRACTOR will provide a cost estimate and performance schedule for completing the Change Order. Upon approval of the cost estimate and performance schedule, the HCPHC Project Manager will issue the CONTRACTOR a notice to proceed with the Change Order. The parties agree that payment for any such ancillary PROJECT services is budgeted as contingency and is not to exceed the contingency amount established by the HCPHC.

Attachment: RESOLUTION# 20210628-04 SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECORESTORE, LLC AND LETTER OF

Prior to issuing a Change Order under this provision the HCPHC Project Manager must document the reason for the Change Order and obtain written approval from all appropriate HCPHC staff in accordance with the HCPHC's Signature Authority.

4 COMPENSATION. For satisfactory completion of the PROJECT and based on the unit prices provided, the HCPHC will pay CONTRACTOR the sum of Two hundred Forty Three Thousand, Eight Hundred Seventy Five Dollars and no cents (243,875.00). Except as provided below, the HCPHC will have no obligation beyond this amount. Payment shall be made to the CONTRACTOR on a Unit Price basis in accordance with the CONTRACTOR'S Proposal Response Form, the Schedule of Values set forth in Exhibit "C," and individual Change Orders issued to the CONTRACTOR. Payment shall be made in accordance with the law, upon receipt of a proper invoice as defined in Subparagraph 4.1.

Invoices shall be submitted monthly by the CONTRACTOR to the HCPHC in care of the HCPHC Project Manager at the following address:

COMPTON ENGINEERING INC.
3036 LONGFELLOW DRIVE
BAY ST. LOUIS, MS 39520

Failure of the CONTRACTOR to submit invoices to the HCPHC in the manner provided herein will relieve the HCPHC of its obligation to pay within the aforementioned timeframe.

4.1 Proper Invoice. All invoices must include the following information: (1) CONTRACTOR'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement);
(2) CONTRACTOR'S invoice number and date of invoice; (3) HCPHC Agreement number; (4) Dates of service; (5) CONTRACTOR'S Project Manager; (6) HCPHC's Project Manager; (7) Progress Report with the CONTRACTOR Project Manager's assessment of the PROJECT'S actual progress as compared to the Progress Schedule; and (8) Supporting documentation necessary to satisfy auditing purposes, for cost and PROJECT completion. Invoices that do not conform with this paragraph and other requirements of this Agreement will not be considered a proper invoice and will be returned to the CONTRACTOR for correction.

4.2 Improper Invoice Received. If an invoice does not meet the requirements of this Agreement, the HCPHC's Project Manager, after consultation with the owner, will reject the invoice in writing within twenty (20) business days (or twenty-five [25] business days if HCPHC agent approval is required) after receipt of the invoice, specifying the deficiency and the action necessary to make the invoice proper. If a corrected invoice is provided to the HCPHC, the corrected invoice will be paid or rejected within thirty (30) business days after the date the corrected invoice is stamped as received by the HCPHC's Accounting Department. If the CONTRACTOR

Attachment: RESOLUTION# 20210628-04 SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECORESTORE, LLC AND LETTER OF

declines to modify the invoice, the CONTRACTOR must notify the HCPHC's Project Manager in writing within five (5) business days of receipt of notice of rejection that the CONTRACTOR will not modify the invoice and state the reason(s) therefore. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the HCPHC Project Manager, the dispute will be forwarded to the owner, and a final determination will be issued by the HCPHC in accordance with the HCPHC's dispute resolution procedure.

4.3 Dispute Resolution. In the event any dispute or disagreement arises during the course of the PROJECT, the CONTRACTOR shall fully perform the PROJECT work in accordance with the HCPHC's written instructions and may claim additional compensation. The CONTRACTOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other dispute resolution to the HCPHC's Project Manager, no later than ten (10) business days after the precipitating event. Disputes shall be resolved in accordance with the HCPHC's dispute resolution procedure. The CONTRACTOR will proceed with the PROJECT in accordance with the HCPHC's determination; however, such continuation of work will not waive the CONTRACTOR'S position regarding the matter in dispute. No PROJECT work shall be delayed or postponed pending resolution of any disputes or disagreements.

4.4 Fiscal Year Reporting. By October 10 of each year of the Agreement, the CONTRACTOR must provide the following documentation to the HCPHC for all services performed through September 30:

i) invoices for completed, accepted and billable tasks,
ii) an estimate of the dollar value of services performed, but not yet billable.

4.5 Final Invoice. The final invoice shall be submitted no later than forty-five (45) days after the completion date. Final invoices that are submitted after the requisite date will be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the HCPHC in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. CONTRACTOR shall request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.

4.6 Invoice Certification. Each CONTRACTOR invoice must include the following certification, and the CONTRACTOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance

Attachment: RESOLUTION# 20210628-04 SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECORESTORE, LLC AND LETTER OF

under the Construction of the Port Bienville Conservation Management Area Wetland Mitigation Project agreement between the Hancock County Port and Harbor Commission and (Eco-Restore, LLC) (Agreement No. 218-032.011), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

4.7 Retainage. The HCPHC will hold back a retainage as set forth in Paragraph 4.4 of the General Conditions of the Agreement.

4.8 Payments Withheld. The HCPHC may, in addition to other remedies available at law or equity, retain such monies from amounts due CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the HCPHC. The HCPHC may set off any liability or other obligation of the CONTRACTOR or its affiliates to the HCPHC against any payments due the CONTRACTOR under any contract with the HCPHC. The HCPHC reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, or any other things required by this Agreement have been submitted to the satisfaction of the HCPHC's Project Manager. Amounts withheld under this subparagraph will not be considered due and will not be paid until the ground(s) for withholding payment have been remedied.

4.9 Appropriation. The HCPHC's performance and payment pursuant to this Agreement are contingent upon the HCPHC's Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.

5 CONTRACT PERIOD. This Agreement shall be effective upon execution by all parties and shall remain in effect through 1/1/22, unless terminated, pursuant to subparagraphs 6 or 7 below under Paragraph 6.2, or as amended in writing by the parties.

6 PROJECT RECORDS AND DOCUMENTS. The CONTRACTOR, upon request, shall permit the HCPHC to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the HCPHC. Payments made to the CONTRACTOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the HCPHC, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The CONTRACTOR shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. If the project records and documents are not maintained within the jurisdictional boundaries of the HCPHC, the CONTRACTOR shall deliver the requested documents to the HCPHC's Headquarters for inspection.

6.1 Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the

Attachment: RESOLUTION# 20210628-04 SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECORESTORE, LLC AND LETTER OF

Public Records Act. The CONTRACTOR shall (1) keep and maintain public records that ordinarily and necessarily would be required by the HCPHC in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the HCPHC would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the HCPHC, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the HCPHC in a format that is compatible with the information technology systems of the HCPHC.

6.2 This provision shall survive the termination or expiration of this Agreement.

1. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with HCPHC funds or developed in connection with this Agreement shall be and shall remain the property of the HCPHC.

2. REPORTS. The CONTRACTOR shall provide and deliver to the HCPHC any and all reports, models, studies, maps, or other documents resulting from the PROJECT at no cost to the HCPHC.

3. INDEMNIFICATION. The CONTRACTOR agrees to indemnify and hold harmless the HCPHC as set forth by Paragraph 4.12 of the General Conditions of the Agreement.

4. INSURANCE REQUIREMENT. The CONTRACTOR shall maintain during the entire term of this Agreement, insurance as set forth by Paragraph 4.13 of the General Conditions of the Agreement.

5. BONDING REQUIREMENTS. Prior to the effective date of this Agreement, the CONTRACTOR, at its sole expense, will provide the HCPHC with a Performance, and Payment Bond, or Irrevocable Letter of Credit in the required amount, as set forth by Paragraph 4.14 of the General Conditions of the Agreement.

6. TERMINATION WITHOUT CAUSE. This Agreement may be terminated by the HCPHC without cause upon ten (10) days written notice to the CONTRACTOR. Termination is effective upon the tenth day as counted from the date of the written notice. In the event of termination under this paragraph, the CONTRACTOR will be entitled to compensation for all services provided to the HCPHC up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the Schedule of Values, and are allowed

Attachment: RESOLUTION# 20210628-04 SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECORESTORE, LLC AND LETTER OF

under this Agreement.

7. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. The parties agree that this Agreement is an executory contract. If, after termination by the HCPHC, it is determined that the CONTRACTOR was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the HCPHC. In addition, if the CONTRACTOR should be adjudged bankrupt, or if CONTRACTOR should make a general assignment for the benefit of CONTRACTOR'S creditors or declare insolvency, or if CONTRACTOR should persistently or repeatedly refuse or should fail, except in cases or which extension of time is provided, to supply enough properly skilled labor or proper material, or if CONTRACTOR should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the HCPHC's Project Manager, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the HCPHC, upon certification by the HCPHC Project Manager that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the CONTRACTOR seven (7) days written notice, terminate the employment of the CONTRACTOR, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is completed pursuant to the terms and conditions of this Agreement. If the unpaid balance of the contract price exceeds the expense of completing the work, including compensation for additional material and administrative services, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall pay the difference to the HCPHC. The HCPHC's Project Manager shall certify the damage and expenses incurred by the HCPHC as a result of the CONTRACTOR'S default.

8. RELEASE OF INFORMATION. The CONTRACTOR agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the HCPHC's Project Manager and Communications Director no later than three (3) business days prior to the interview or press release.

9. ASSIGNMENT. Except as otherwise provided in this Agreement, CONTRACTOR may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the HCPHC. If the CONTRACTOR assigns its rights or delegates its

Attachment: RESOLUTION# 20210628-04 SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECORESTORE, LLC AND LETTER OF

obligations under this Agreement without the HCPHC's prior written consent, the HCPHC is entitled to terminate this Agreement. If the HCPHC terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the HCPHC's claim for damages.

10. LAW COMPLIANCE. The CONTRACTOR will abide by and assist the HCPHC in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

11. EMPLOYMENT OF MISSISSIPPI RESIDENTS. CONTRACTOR must give preference to the employment of Mississippi residents in the performance of the work on this PROJECT if Mississippi residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term substantially equal qualifications means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons. CONTRACTOR must contact the WIN Job Center (http://mdes.ms.gov/win-job-centers/.) to post the CONTRACTOR'S employment needs in Mississippi's job bank system. This Section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

12. EMPLOYMENT ELIGIBILITY VERIFICATION. The CONTRACTOR agrees to enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program within ninety (90) days of the effective date of this Agreement. The CONTRACTOR must provide to the HCPHC a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and agrees to make such record available to the Mississippi Department of Environmental Protection upon request. If the CONTRACTOR uses subcontractors to furnish services directly associated with this Agreement, performed in the United States, the CONTRACTOR must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: *http://www.dhs.gov/E-Verify*.

13. VENUE AND APPLICABLE LAW. All claims, counterclaims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Mississippi. The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this Agreement shall be the Circuit Court or the County Court in and for

Attachment: RESOLUTION# 20210628-04 SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECORESTORE, LLC AND LETTER OF

Hancock County, Mississippi.

14. DRUG-FREE WORKPLACE. Prior to the commencement of any work by the CONTRACTOR pursuant to the terms of this Agreement, the CONTRACTOR must provide the HCPHC with written certification that it has implemented a drug-free workplace program and provide the HCPHC with the written certifications from any subcontractors to which it also applies.

15. SUBCONTRACTORS. Nothing in this Agreement will be construed to create, or be implied to create any relationship between the HCPHC and any subcontractor of the CONTRACTOR.

16. THIRD PARTY BENEFICIARIES. Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

17. PUBLIC ENTITY CRIMES. Pursuant to Paragraph 4.8 of the General Conditions of the Agreement, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, CONTRACTOR warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. CONTRACTOR further agrees to notify the HCPHC if placement on either of these lists occurs. The CONTRACTOR agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (Sample is attached to 218-032.011) for all subcontracts or lower tier agreements executed to support the CONTRACTOR'S work under this Agreement.

18. DISCRIMINATION. Pursuant to Paragraph 4.10 of the General Conditions of the Agreement, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By signing this Agreement, CONTRACTOR warrants that it is not currently on the discriminatory vendor list and that it has not been placed on the discriminatory vendor list in the past 36 months. CONTRACTOR further agrees to notify the HCPHC if placement on this list occurs. The CONTRACTOR agrees to include this provision in all

Attachment: RESOLUTION# 20210628-04 SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECORESTORE, LLC AND LETTER OF

subcontracts issued because of this Agreement.

19. ENTIRE AGREEMENT. This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

20. DOCUMENTS. The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," then to the HCPHC's Request for Proposals 218-032.011, then to the CONTRACTOR'S response to RFP 218-032.011, then to Exhibit "B," and then to Exhibit "C."

Exhibit "A" - Special Project Terms and Conditions Exhibit "B" - CONTRACTOR'S Progress Schedule Exhibit "C" - CONTRACTOR'S Schedule of Values HCPHC's Request for Proposals RFP 218-032.011 CONTRACTOR'S response to RFP 218-032.011.

(The remainder of this page is intentionally left blank.)

Attachment: RESOLUTION# 20210628-04 SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECORESTORE, LLC AND LETTER OF

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT, as of the day and year first specified above.

EXECUTED this 12th day of May, 2021 by CONTRACTOR.

Eco-Restore, LLC

By: _____
Brandon Pike
President

EXECUTED this 17th day of June, 2021 by Hancock County Port and Harbor Commission

By: _____ William P. Cotter, Jr.
CEO

Approved as to Form and Legality By: _____
Madeline Walker
CAO

Approved as to Conformance to HCPHC Budgetary and Administrative Procedures

By: _____
Tonya Ladner
~~CFO~~ Comptroller

Reviewed and Approved.

By: _____
Blaine LaFontaine
COO

Attachment: RESOLUTION# 20210628-04 SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECORESTORE, LLC AND LETTER OF

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICE

3036 Longfellow Drive
P.O. Box 2795
Bay St. Louis, MS 39521

Phone: 228.467.2770
Fax: 228.467.2720

comptonengineering.com

June 15, 2021

Mr. James Buras, P.E.
Director of Public Works
Hancock County Port and Harbor Commission
14054 Fred and Al Key Road
Kiln, MS 39556

Re: Site 4 Multi Modal Facility
(C.E. Job No.: 218-032.004)

Dear Mr. Buras:

We have been made aware that the Letter of Credit (LOC) accompanying the contract for the Permittee Responsible Mitigation efforts in support the construction of the Site 4 Intermodal Transfer Facility at the Port Bienville Industrial Park has an error in the amount of the total liabilities by $1.00. The contract amount that was awarded by the Board of Commissioners is $243,875.00 and the amount provided in the LOC is $243,874.00.

It is our recommendation that the Board of Commissioners for the Hancock County Port and Harbor Commission accept the LOC in its current form and waive the irregularity in the amount for any potential damage claim.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC,

Robert A. Escher

Bob Escher, P.E.

PASCAGOULA
BILOXI
BAY ST. LOUIS

S:\Bay St Louis\0-PROJECTS\2018\218-032 - HCPHC - Support Services Docks and Waterways\218-032.004 - Site 4 Multi-Modal Facility\RE-BID\Docs\Corres\To Owner\Recommendation to Accept LOC 6-16-21.doc

Attachment: RESOLUTION# 20210628-04 SPREADING IN MINUTES THE EXECUTED CONTRACT WITH ECORESTORE, LLC AND LETTER OF

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 28, 2021
To:	Port & Harbor Commission
From:	David Poole,
Subject:	RESOLUTION# 20210628-09
	AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO PATANO, PLLC. FOR PROFESSIONAL SERVICES ON DOCKS AND WATERWAYS PROJECTS AT PORT BIENVILLE INDUSTRIAL PARK

ATTACHED:
MP Entire Agreement Owner-Engineer Task Order Edition FINAL 6.7.2021

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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

RESOLUTION# 20210628-09

AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO PATANO, PLLC. FOR PROFESSIONAL SERVICES ON DOCKS AND WATERWAYS PROJECTS AT PORT BIENVILLE INDUSTRIAL PARK

WHEREAS, the Hancock County Port & Harbor Commission (Commission) desires to obtain professional engineering services related to docks and waterways projects at Port Bienville Industrial Park;

WHEREAS, the Commission published a Request for Qualifications for Professional Services associated with Docks and Waterways Projects in the Sea Coast Echo, Sun Herald, Clarion Ledger, and also submitted the Request to Mississippi's Contract Procurement Center;

WHEREAS, a grading committee composed of staff knowledgeable of the day to day and construction operations at Port Bienville selected Machado Patano based on their Statement of Qualifications;

WHEREAS, the staff recommend awarding the attached Secondary Master Services Agreement for Professional Services related to Docks and Waterways Projects to Machado Patano pursuant to mutually agreed upon task orders and work authorizations issued from time to time;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby approves and authorizes the Chief Executive Officer to execute the Master Services Agreement with Machado Patano, PLLC;

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:
MP Entire Agreement Owner-Engineer Task Order Edition FINAL 6.7.2021

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

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
MP Entire Agreement Owner-Engineer Task Order Edition FINAL 6.7.2021

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE

Agreement Between Hancock County Port and Harbor Commission & Engineer

For Professional Services Task Order Edition

MAIN AGREEMENT

Monday, May 17, 2021

TABLE OF CONTENTS

Page

Article 1— SERVICES OF ENGINEER ..... - 1 -

1.01 General ..... - 1 -

1.02 Task Order Procedure ..... - 1 -

1.03 Management of Engineering Services ..... - 2 -

1.04 Sequencing and Coordination ..... - 3 -

Article 2— HCPHC'S RESPONSIBILITIES ..... - 3 -

2.01 Application of HCPHC's Responsibilities ..... - 3 -

2.02 Project Information ..... - 3 -

2.03 HCPHC's Instructions Regarding Bidding and Construction Contract Documents ..... - 5 -

2.04 HCPHC-Furnished Services ..... - 5 -

2.05 HCPHC's General Responsibilities ..... - 6 -

2.06 Payment ..... - 7 -

Article 3— TERM AND TIMES FOR RENDERING SERVICES ..... - 7 -

3.01 Term ..... - 7 -

3.02 Commencement ..... - 7 -

3.03 Time for Completion ..... - 8 -

Article 4— INVOICES AND PAYMENTS ..... - 8 -

4.01 Invoices ..... - 8 -

4.02 Payments ..... - 8 -

4.03 Basis of Compensation ..... - 9 -

4.04 Explanation of Compensation Methods ..... - 9 -

4.05 Reimbursable Expenses ..... - 10 -

4.06 Other Provisions Concerning Payment ..... - 10 -

Article 5— OPINIONS OF COST ..... - 11 -

5.01 Opinions of Probable Construction Cost ..... - 11 -

5.02 Opinions of Total Project Costs ..... - 11 -

Article 6— GENERAL CONSIDERATIONS ..... - 11 -

6.01 Standards of Performance ..... - 11 -

6.02 HCPHCship and Use of Documents ..... - 13 -

6.03 Electronic Transmittals ..... - 14 -

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

6.04 Insurance ..... - 14 -
6.05 Suspension and Termination ..... - 16 -
6.06 Successors, Assigns, and Beneficiaries ..... - 17 -
6.07 Controlling Law; Venue ..... - 18 -
6.08 Environmental Condition of Site ..... - 18 -
6.09 Indemnification and Mutual Waiver ..... - 19 -
6.10 Records Retention ..... - 19 -
6.11 Miscellaneous Provisions ..... - 20 -
Article 7— DEFINITIONS ..... - 20 -
7.01 Defined Terms ..... - 20 -
Article 8— EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS ..... - 25 -
8.01 Exhibits to Main Agreement ..... - 25 -
8.02 Appendices to Main Agreement ..... - 25 -
8.03 Resource Documents: Task Order Form and Exhibits to Task Order ..... - 26 -
8.04 Executed Task Orders and Their Exhibits ..... - 26 -
8.05 Total Agreement; Amendments to Main Agreement and Task Orders ..... - 26 -
8.06 Designated Representatives ..... - 26 -
8.07 Engineer's Certifications ..... - 26 -
8.08 Conflict of Interest ..... - 27 -
EXECUTION OF AGREEMENT ..... - 27 -

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **Hancock County Port and Harbor Commission (hereinafter referred to as HCPHC)** and **Machado Patano** (Engineer). Other terms used in the Agreement are defined in Article 7.

From time-to-time HCPHC may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

HCPHC and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by HCPHC to issue any Task Orders.

C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) HCPHC and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) HCPHC and Engineer both sign the Task Order.

D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.

B. Each specific Task Order will indicate:

1. Project Background Data.
2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
3. Additions or Modifications to HCPHC's Responsibilities.
4. Task Order Schedule.

5. Engineer's Compensation for Task Order; and

6. Primary Subconsultants, if any.

C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.

D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.

E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.

b. be updated on a regular basis, and as required to reflect any programmatic decisions by HCPHC.

c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.

3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.

4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.

5. Prepare and submit **weekly** engineering services progress reports to the HCPHC. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated if applicable:

7. Conduct ongoing management tasks, including:

a. Maintaining communications records and files pertaining to or arising from Engineer's services.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with HCPHC to discuss progress, schedule, budget, issues, potential problems, and their resolution; and

c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare, and provide to Owner, draft and final Drawings in accordance with **Engineer's CAD standards**, using **Autodesk AutoCAD**-version **2019** software along with PDFs of Drawings.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **Engineer's standard technical specifications with a numbering scheme to match HCPHC's standard general specifications**, unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.

B. If the Work designed or specified by Engineer under a specific Task Order 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 of HCPHC's consultants or contractors (such as in the case of fast-tracking), then:

1. The Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or

2. If the Task Order does not address such sequencing and coordination, then HCPHC and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—HCPHC'S RESPONSIBILITIES

2.01 Application of HCPHC's Responsibilities

A. The responsibilities of HCPHC set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of HCPHC applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

A. To the extent HCPHC has not already provided the following, or has new, additional, or revised information from that previously provided, HCPHC shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including HCPHC's:

1. design objectives and constraints;

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, HCPHC shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, HCPHC may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, Mapping, and Utility Documentation.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.

C. HCPHC shall examine all alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as HCPHC deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. If a specific Task Order requires Engineer to assist HCPHC in collating the various cost categories that comprise Total Project Costs, HCPHC shall furnish to Engineer data as to HCPHC's anticipated costs for services to be provided to HCPHC by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

E. HCPHC shall advise Engineer if any invention, design, process, product, or device that HCPHC has requested, required, or recommended for inclusion in the Drawings or Specifications

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

prepared or furnished under a Task Order will be subject to payment (whether by HCPHC or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. HCPHC shall inform Engineer as to whether Engineer's assistance is requested with respect to HCPHC's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.

G. HCPHC shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 HCPHC's Instructions Regarding Bidding and Construction Contract Documents

A. HCPHC shall give instructions to Engineer regarding HCPHC's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and HCPHC's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. HCPHC's standard contract forms, general conditions supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;

2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. HCPHC's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist HCPHC in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.

B. HCPHC shall place and pay for advertisements for Bids in appropriate publications.

2.04 HCPHC-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, HCPHC shall obtain, as required for each Specific Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by HCPHC, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

3. Auditing services, including those needed by HCPHC to ascertain how or for what purpose Contractor has used money paid to it.

B. HCPHC shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.

C. With respect to the portions or phases of each Specific Project designed or specified by Engineer, HCPHC shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.

D. HCPHC may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.B and C.

2.05 HCPHC's General Responsibilities

A. HCPHC shall inform Engineer of the policies, procedures, and requirements of HCPHC that are applicable to Engineer's performance of services under this Agreement and under each Task Order.

B. HCPHC will provide Engineer with HCPHC's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.

C. HCPHC shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

D. HCPHC shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.

E. HCPHC shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. HCPHC shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by HCPHC to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

G. HCPHC shall give prompt written notice to Engineer whenever HCPHC observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) HCPHC's performance of its responsibilities under this Agreement.

H. HCPHC shall advise Engineer of the identity and scope of services of any independent consultants employed by HCPHC to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If HCPHC designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent HCPHC at the Site, then HCPHC shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. HCPHC shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between HCPHC and Engineer's Subcontractors or Subconsultants.

b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.

4. Perform or provide the following:

a. All other HCPHC responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

A. HCPHC shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Task Orders issued hereunder for **3** years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

3.03 Time for Completion

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services will be adjusted equitably.

C. If HCPHC authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the amounts of Engineer's compensation, will be adjusted equitably.

D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, at no fault of the Engineer, HCPHC may pay Engineer for the agreed additional services during the extension based on the Standard Hourly Rates Method of Payment.

E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then HCPHC shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to HCPHC monthly. Invoices are due and payable within 30 days of approval.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If HCPHC disputes an invoice, either as to amount or entitlement, then HCPHC shall promptly advise Engineer in writing of the specific basis for doing so, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If HCPHC fails to make any undisputed payment due Engineer within 30 days after approval of Engineer's invoice, then:

1. Omitted.

2. Engineer may, after giving 7 days' written notice to HCPHC, suspend services under this Agreement until HCPHC has paid in full amounts due.

D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by HCPHC. HCPHC shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

A. The basis of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). HCPHC shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The Standard Hourly Rates (plus any expenses expressly eligible for reimbursement) with a Not To Exceed amount stated in the Task Order is the basis of compensation used for services under Task Orders, as identified in each specific Task Order:

C. The terms and conditions applicable to this compensation method is set forth in Paragraph 4.04.

4.04 Explanation of Compensation Method

A. Standard Hourly Rates

1. For the specified category of services, the HCPHC shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from HCPHC for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer’s Subcontractor and Subconsultant charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer’s Subcontractor and Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be applicable for the duration of the contract.

7. Each Task Order will have an amount “Not To Exceed Without Owner’s Written Approval”. Engineer will notify Owner when they have reached 60% and 90% billing milestones of the budget and schedule 60% and 90% design reviews at the respective milestones.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

4.05 Reimbursable Expenses

A. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:

1. reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;

2. Consultant charges; and

3. Other expenses identified in Appendix 1.

B. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

C. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.1**.

D. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of **1.1**.

E. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement. The amount may be increased only by written approval by the Owner.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give HCPHC written notice thereof, allowing HCPHC to consider its options, including suspension or termination for HCPHC's convenience of Engineer's services under the Task Order. Upon notice, HCPHC and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. HCPHC shall either exercise its right to suspend or terminate Engineer's services under the Task Order for HCPHC's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If HCPHC requires greater assurance as to probable Construction Cost, then HCPHC agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the HCPHC in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: HCPHC shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in HCPHC-furnished information.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by HCPHC.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and HCPHC shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of HCPHC that are applicable to Engineer's performance of services under this Agreement and that HCPHC provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and HCPHC-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to HCPHC's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date of the Task Order to Laws and Regulations,

   b. the receipt by Engineer after the Effective Date of the Task Order of HCPHC-provided written policies and procedures, and

   c. changes after the Effective Date of the Task Order to HCPHC-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be furnished by the Owner.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to HCPHC at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, one complete printed copy, duly signed and sealed, and all computer aided design files formatted for AutoCAD 2019 and technical specifications formatted in Microsoft Word.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. HCPHC agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

N. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and HCPHC's safety programs of which Engineer has been informed in writing.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

6.02 HCPHC ownership and Use of Documents

A. All Documents are instruments of service, and the Owner owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Owner. The Owner shall continue to own the Documents and all associated rights whether or not the Specific Project is completed.

1. Documents on the Specific Project, extensions of the Specific Project, and for related uses of the HCPHC, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

a. HCPHC acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer.

b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at HCPHC's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;

c. HCPHC shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and

d. HCPHC provided documents shall not create any rights in third parties.

B. If Engineer, at HCPHC's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then HCPHC shall compensate Engineer at rates or in an amount to be agreed upon by HCPHC and Engineer.

C. Engineer shall inform HCPHC if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by HCPHC or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of HCPHC and the Project, results in third-party claims of infringement or violation of intellectual property rights, then and the Engineer shall bear the costs of defending against, settling, or paying such claims.

D. Engineer will obtain HCPHC's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

6.03 Electronic Transmittals

A. To the fullest extent practical, HCPHC and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then HCPHC and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols unless noted otherwise.

D. This Agreement (including the EDP) is not intended to create obligations for HCPHC or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds HCPHC, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. HCPHC shall procure and maintain insurance as set forth in Exhibit G.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

D. HCPHC shall require Contractor to purchase and maintain policies of insurance covering workers' compensation and unemployment compensation in the amount required by law, comprehensive general liability in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate, automobile liability in the amount of $1,000,000 per accident, professional liability insurance covering consultant's negligent acts, errors, or omissions in the performance of professional services with limits of $1,000,000 per claim and annual aggregate, contractors pollution liability insurance in the amount of $1,000,000 each loss, and other insurance necessary to protect HCPHC's and Engineer's interests in the Project; HCPHC shall be named as additionally insured. HCPHC shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. HCPHC shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by HCPHC from Contractor.

E. HCPHC and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by HCPHC or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by HCPHC with respect to a Specific Project must require builder's risk or similar property insurance. Builder's risk may not be applicable to marine projects and will be determined on a case by case basis.

G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, HCPHC may request that Engineer, or Engineer's Subcontractors or Subconsultants, at HCPHC's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by HCPHC, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by HCPHC, and Exhibit G will be supplemented to incorporate these requirements.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

6.05 Suspension and Termination

A. Suspension

1. By HCPHC: HCPHC may suspend Engineer's services under a specific Task Order for up to 90 days at any time.

2. By Engineer: Engineer may, after giving 7 days' written notice to HCPHC, suspend services under a Task Order:

a. if HCPHC has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.

3. A suspension under a specific Task Order, whether by HCPHC or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.

a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:

a. if HCPHC demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to HCPHC on account of any termination by Engineer for cause.

C. Termination for Convenience by HCPHC: HCPHC may terminate a Task Order or this Main Agreement for HCPHC's convenience, effective upon Engineer's receipt of notice from HCPHC.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

D. Effective Date of Termination: If HCPHC terminates the Main Agreement for cause or convenience, HCPHC may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice HCPHC and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, HCPHC will have the right to the use of Documents, at HCPHC's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If HCPHC has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and HCPHC's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.

2. If HCPHC has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, Engineer will not be entitled to invoice HCPHC

6.06 Successors, Assigns, and Beneficiaries

A. HCPHC and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of HCPHC and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of HCPHC and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.

B. Neither HCPHC nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.

C. Unless expressly provided otherwise in this Main Agreement:

1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of HCPHC and Engineer and not for the benefit of any other party.

2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by HCPHC or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. HCPHC agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

6.07 Controlling Law; Venue

A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the HCPHC is located: Mississippi.

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of HCPHC's principal office; and if federal jurisdictional requirements can be met, in federal court in the district in which HCPHC's principal office is located.

6.08 Environmental Condition of Site

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), HCPHC represents to Engineer that, as of the Effective Date of the Task Order, to the best of HCPHC's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for HCPHC, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) HCPHC and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and HCPHC shall

promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:

1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

F. HCPHC acknowledges that Engineer is performing professional services for HCPHC and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.09 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless HCPHC, and HCPHC's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by HCPHC and Engineer in Exhibit I, "Limitations of Liability."

B. If, as a result of Engineer breaching this agreement, HCPHC employs an attorney to enforce its rights under the agreement, then the Engineer will pay HCPHC the reasonable attorneys fees and costs incurred to enforce the agreement.

6.10 Records Retention

A. Engineer shall maintain on file in legible form in perpetuity all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon HCPHC's request, Engineer shall provide a copy of any such item to HCPHC at no cost.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

6.11 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon HCPHC and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to HCPHC by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.

3. Agreement—This written contract for professional services between HCPHC and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.

   a. Main Agreement—See definition at Paragraph 7.01.A.28 below.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to HCPHC by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

7. Change Order—A document which is signed by Contractor and HCPHC and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between the HCPHC and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that HCPHC has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to HCPHC of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; HCPHC's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to HCPHC. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, HCPHC's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which HCPHC enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to HCPHC. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Engineer—The individual or entity named as such in this Main Agreement.

24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the HCPHC-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between HCPHC and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, HCPHC responsibilities, invoice and payment procedures, standard of care, HCPHC ownership of documents, suspension and termination, and definitions.

29. HCPHC—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.

32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by HCPHC upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by HCPHC which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

36. Specific Project—A specifically identified and defined total undertaking to be accomplished for HCPHC by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.

38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; HCPHC-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. Task Order—A document executed under this Main Agreement by HCPHC and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.

43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that HCPHC furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), HCPHC's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to HCPHC.

44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or

systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by HCPHC and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

A. Reserved.

B. Reserved.

C. Exhibit C, Amendment to Main Agreement (form).

D. Reserved.

E. Reserved.

F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Reimbursable Expenses Schedule

2. Appendix 2—Standard Hourly Rates Schedule

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, “Part 3 of 4: Task Order Form” and “Part 4 of 4: Exhibits to Task Order.” These documents are a resource for the parties’ use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by HCPHC and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between HCPHC and Engineer and supersedes all prior written or oral understandings.

B. Amendments:

1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.

3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Engineer and HCPHC shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Task Order, Engineer and HCPHC shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of HCPHC, or (b) to deprive HCPHC of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

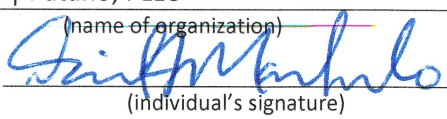
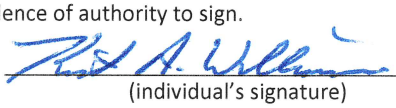
B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and HCPHC together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent HCPHC's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

This Main Agreement's Effective Date is **June 9, 2021.**

HCPHC:	**Engineer:**
Hancock County Port and Harbor Commission (name of organization)	Machado | Patano, PLLC (name of organization)
By: _____ (individual's signature)	By:  (individual's signature)
Date: _____ (date signed)	Date: June 9, 2021 (date signed)
Name: William P. Cotter (typed or printed)	Name: David J. Machado, PE (typed or printed)
Title: CEO (typed or printed)	Title: Principal (typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest: _____ (individual's signature)	Attest:  (individual's signature)
Title: _____ (typed or printed)	Title: Keith A. Williams (typed or printed)
Address for giving notices:	Address for giving notices:
Hancock County Port & Harbor Commission 14054 Fred & Al Key Road Kiln, MS 39556	Machado | Patano, PLLC 918 Howard Avenue, Suite F Biloxi, MS 39530
Designated Representative:	Designated Representative:
Name: James Buras (typed or printed)	Name: David J. Machado, PE (typed or printed)
Title: Director of Public Works (typed or printed)	Title: Principal in Charge (typed or printed)
Address: 14054 Fred & Al Key Road Kiln, MS 39556	Address: 918 Howard Avenue, Suite F Biloxi, MS 39530
Phone: 228- 467-9231	Phone: 228-388-1950
Email: jburas@hcphc.ms	Email: david@mpeng.us

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

EXHIBITS TO MAIN AGREEMENT

TABLE OF CONTENTS

EXHIBIT A—RESERVED

EXHIBIT B—RESERVED

EXHIBIT C—AMENDMENT TO MAIN AGREEMENT

EXHIBIT D—RESERVED

EXHIBIT E—RESERVED

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

EXHIBIT G—INSURANCE

EXHIBIT H—OMITTED

EXHIBIT I—OMITTED

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

EXHIBIT A—EXHIBIT A—RESERVED

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

EXHIBIT B—EXHIBIT B—RESERVED

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

AMENDMENT TO MAIN AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **Hancock County Port and Harbor Commission**
Engineer: **[Name of Engineer]**
Effective Date of Agreement: **[Effective Date of Main Agreement]**
Nature of Amendment: (Check those that apply)

- ☐ Modifications to responsibilities of HCPHC
- ☐ Modifications of payment to Engineer
- ☐ Modifications to term of Main Agreement
- ☐ Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]

HCPHC and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

HCPHC	Engineer
Hancock County Port and Harbor Commission	
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: _____
(individual's signature)	(individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____	Date: _____
(date signed)	(date signed)
Name: William P. Cotter	Name: _____
(typed or printed)	(typed or printed)
Title: CEO	Title: _____
(typed or printed)	(typed or printed)

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

EXHIBIT D—EXHIBIT D—RESERVED

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

EXHIBIT E—EXHIBIT E—RESERVED

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

EXHIBIT F—EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Main Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals. References to “Project” will mean the Specific Project, or the facilities program or other combination of projects undertaken with Engineer’s involvement, as the case may be.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the HCPHC and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with HCPHC, Engineer, or any Contractor or other entity directly contracted with the HCPHC to furnish Project-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the HCPHC or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP **10** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the HCPHC is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of this exhibit, or implementation of other Electronic Documents protocols.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

h. The **Engineer** will operate a Project information management system (also referred to in this EDP as "Project Website") for use of HCPHC, Engineer, Contractors, during the Project for exchange and storage

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the Parties as described in this paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

1) Describe the period of time during which the Project Website will be operated and be available for reliance by the Parties.

2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website.

3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.).

4) Include any other Project Website attributes that may be pertinent to the use of the facility by Project-related parties and evaluation by those parties of the functionality and cost of such use.

5) Engineer's related compensation and reimbursement: **There will be no additional compensation for this service**

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to HCPHC. Exhibit A of each specific Task Order identifies various Documents that Engineer is required to deliver to HCPHC as part of Engineer's services; Exhibit B of each specific Task Order is a schedule of such Documents. Engineer will transmit such Documents to HCPHC in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF), Microsoft Word, Exel and AutoCAD, whichever is applicable

2. .

3. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in a specific Exhibit A, then the Exhibit A format will take precedence. If no specific format is

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, HCPHC shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or HCPHC arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

3) The third party shall indemnify and hold harmless HCPHC, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by HCPHC.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. HCPHC may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) HCPHC determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) HCPHC obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with HCPHC or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D is included in basic services of the task order.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

EXHIBIT G—EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to HCPHC and Engineer; and, HCPHC's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF, DOC, EXC, DWG	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to HCPHC by Engineer	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to HCPHC	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to HCPHC by	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by HCPHC in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version **[number]** or later.			
DWG	Autodesk® AutoCAD. dwg format Version **[number]**.			
DOC	Microsoft® Word. docx format Version **[number]**.			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

EXHIBIT H—EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee	$1,000,000
Policy limit	$2,000,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	$
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$ 1,000,000
Excess or Umbrella Liability – N/A	
Each Occurrence N/A	$
General Aggregate N/A	$
Professional Liability Including Pollution	
Each Claim	$5,000,000
Annual Aggregate	$5,000,000
Unmanned Aerial Vehicle Liability Insurance -N/A	
Each ClaimN/A	$
General Aggregate N/A	$
Other Insurance N/A]	
Each Claim	$
General Aggregate	$

B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that HCPHC must procure and maintain, and the policy limits of such insurance, are as follows:[1]

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee$	$1,000,000
Policy limit	$1,000,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Unmanned Aerial Vehicle Liability Insurance -N/A	
Each Claim	$
General Aggregate	$
Other Insurance [Specify] N/A	
Each Claim	$
General Aggregate	$

C. During the term of this Main Agreement the Engineer shall notify HCPHC of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on HCPHC's and applicable Contractor's general liability policies of insurance.

D. The HCPHC must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

E. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to HCPHC that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

F. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged

[1] For clarification as referenced in part E. of the Main Agreement, HCPHC will maintain the above, but will not add Engineer as Additional Insured, nor does HCPHC's coverage apply to the project at hand.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

EXHIBIT I—EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—OMITTED

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

EXHIBIT J—EXHIBIT I—OMITTED

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

EXHIBIT K—APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

8"x11" Copies/Impressions	$ **[Enter Cost]**/page
Copies of Drawings	$ **[Enter Cost]**/sq. ft.
Laboratory Testing	at cost

MACHADO | PATANO
918 Howard Avenue | Suite F | Biloxi | MS 39530 | P: 228-388-1950 | www.mpeng

EXHIBIT L
HANCOCK COUNTY PORT AND HARBOR COMMISSION (2021)

HOURLY SERVICE RATE/REIMBURSEMENT SCHEDULE

Description	Rate
Principal	$ 220.00
Sr. Construction Engineer	$ 175.00
Sr. Professional Engineer	$ 165.00
Sr. Professional Architect	$ 165.00
Professional Engineer	$ 135.00
Sr. Project Manager	$ 135.00
GPS/Robotic Survey Technician **	$ 130.00
Project Engineer	$ 110.00
Project Architect	$ 110.00
Professional Land Surveyor	$ 110.00
Resident Project Representative	$ 100.00
Construction Administrator	$ 75.00
CAD Designer	$ 75.00
Clerical	$ 65.00
CAD Drafter	$ 60.00
Survey Rodman **	$ 40.00
Survey Laborer **	$ 25.00

*** Service item includes all survey equipment, materials, vehicles, and associated appurtenances to perform all required survey work. Travel time to project site shall be included in hourly billing.*

Aerial Survey Drone (Daily Min.) **$2,000 / DAY**



PROJECT REIMBURSABLE EXPENSES

Project Application Fees = Cost + 15%
Mileage = Current Federal Rate
Shipping = Cost + 15%
Reproduction (Offsite) = Cost + 15 %
Travel / Lodging = Cost + 15%
Sub-Consultant Fees = Cost + 15%

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO



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

PART 3 OF 4: TASK ORDER FORM

TASK ORDER NO. [___]

This is Task Order No. **[_____]**, consisting of 8 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 2—TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	
c.	Engineer:	
d.	Specific Project (title)	
e.	Specific Project (description):	
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

ARTICLE 3—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.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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: _____

Type and Size of Facility: _____

Description of Improvements: _____

Expected Construction Start: _____

Prior Studies, Reports, Plans: _____

Facility Location(s): _____

Current Specific Project Budget: _____

Funding Sources: _____

Known Design Standards: _____

Known Specific Project Limitations: _____

Specific Project Assumptions: _____

Other Pertinent Information: _____

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

ARTICLE 4—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.

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 5—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 6—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.]**

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

ARTICLE 7—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

ARTICLE 8—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:

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	$[ ]	[ ]
a. Phase or Subtask 1	$[ ]	[ ]
b. Phase or Subtask 2	$[ ]	[ ]
c. Phase or Subtask 3	$[ ]	[ ]
d. Phase or Subtask 4*	$[ ]	[ ]
2. Resident Project Representative Services*	$[ ]	[ ]

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

TOTAL COMPENSATION Not To Exceed (items 1 and 2)	$[ ]	
3. Additional Services under Section 2.D above Not To Exceed	(N/A)	[ ]

*Based on a **[number]**-month continuous construction period.

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

A. **[Identify primary Subconsultants]**

ARTICLE 10—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.

OWNER:	**ENGINEER:**
By: HANCOCK COUNTY PORT AND HARBOR COMMISSION	By:
Print Name: WILLIAM P. COTTER	Print Name:
Title: CEO	Title:
	Engineer's License or Firm's Certificate No. (if required):
	State of:
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: JAMES BURAS	Name:
Title: DIRECTOR OF PUBLIC WORKS	Title:
Address: 14054 Fred & Al Key Road | Kiln, MS 39556	Address:
E-Mail Address: JBURAS@HCPHC.MS	E-Mail Address:
Phone: (228) 467-9231 (ext. 24)	Phone:
Date: 5-28-21	Date:

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 4 OF 4: EXHIBITS TO TASK ORDER

EXHIBITS TO TASK ORDER

TABLE OF CONTENTS

EXHIBIT A—ENGINEER'S SERVICES UNDER TASK ORDER

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

EXHIBIT C—RESERVED

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

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

EXHIBIT F—RESERVED

EXHIBIT G—RESERVED

EXHIBIT H—RESERVED

EXHIBIT I—RESERVED

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Exhibit A Table of Contents

Article 1— BASIC SERVICES 2
1.01 Management of Engineering Services 2
1.02 Study and Report Phase 2
1.03 Preliminary Design Phase 5
1.04 Final Design Phase 9
1.05 Bidding/Proposal Phase 13
1.06 Construction Phase 14
1.07 Post-Construction Phase 20
Article 2— ADDITIONAL SERVICES 20
2.01 Additional Services Not Requiring Owner's Written Authorization 20
2.02 Additional Services Requiring Owner's Written Authorization 22

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

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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 11—BASIC SERVICES

11.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

11.02 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:

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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.

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.

11.03 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,

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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.

11.04 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

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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:

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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.

11.05 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.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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.

11.06 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)

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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

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.

11.07 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 12—ADDITIONAL SERVICES

12.01 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.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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.

12.02 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;

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

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

EXHIBIT N—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.

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.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

EXHIBIT O—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.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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

ARTICLE 13—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:

13.01 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.

13.02 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

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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

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

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

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).

13.03 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.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

EXHIBIT Q—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

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: _____

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

EXHIBIT R—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.

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

EXHIBIT S—EXHIBIT G—RESERVED

Guidance Notes—Exhibit G

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

EXHIBIT T—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.

EXHIBIT U—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

Attachment: RESOLUTION# 20210628-09 AUTHORIZING EXECUTION OF THE SECONDARY MASTER SERVICES AGREEMENT WITH MACHADO

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 28, 2021
To:	Port & Harbor Commission
From:	Bridgette Jones, Executive Secretary
Subject:	RESOLUTION# 20210628-06
	AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT (RCL) ARCHITECTURE, LLC AS PRIMARY FOR PROFESSIONAL SERVICES ON VERTICAL CONSTRUCTION PROJECTS AT STENNIS INTERNATIONAL AIRPORT

ATTACHED:
RCL Architecture Contract

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210628-06

AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT (RCL) ARCHITECTURE, LLC AS PRIMARY FOR PROFESSIONAL SERVICES ON VERTICAL CONSTRUCTION PROJECTS AT STENNIS INTERNATIONAL AIRPORT

WHEREAS, the Hancock County Port & Harbor Commission (Commission) desires to obtain professional architectural and engineering services related to vertical construction projects at Stennis International Airport ("KHSA");

WHEREAS, the Commission published a Request for Qualifications for Professional Services associated with Vertical Construction Projects in the Sea Coast Echo, Sun Herald, Clarion Ledger, and also submitted the Request to Mississippi's Contract Procurement Center;

WHEREAS, a grading committee composed of staff knowledgeable of the day to day and construction operations at Stennis International Airport selected Richard C. Lambert Architecture, LLC (RCL Architecture, LLC) based as the Primary Firm on their Statement of Qualifications;

WHEREAS, the staff recommend awarding the attached Master Services Agreement for Professional Services related to Vertical Construction Projects to RCL Architecture, LLC pursuant to mutually agreed upon task orders and work authorizations issued from time to time;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby approves and authorizes the Chief Executive Officer to execute the Master Services Agreement with RCL Architecture, LLC;

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:
RCL Architecture Contract

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

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
RCL Architecture Contract

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE

Agreement Between Hancock County Port and Harbor Commission & RCL Architecture, LLC

For Professional Services
Task Order Edition

MAIN AGREEMENT

Monday, June 28, 2021

TABLE OF CONTENTS

Page

Article 1— SERVICES OF ENGINEER ..... - 1 -
1.01 General ..... - 1 -
1.02 Task Order Procedure ..... - 1 -
1.03 Management of Engineering Services ..... - 2 -
1.04 Sequencing and Coordination ..... - 3 -
Article 2— HCPHC'S RESPONSIBILITIES ..... - 3 -
2.01 Application of HCPHC's Responsibilities ..... - 3 -
2.02 Project Information ..... - 3 -
2.03 HCPHC's Instructions Regarding Bidding and Construction Contract Documents ..... - 5 -
2.04 HCPHC-Furnished Services ..... - 5 -
2.05 HCPHC's General Responsibilities ..... - 6 -
2.06 Payment ..... - 7 -
Article 3— TERM AND TIMES FOR RENDERING SERVICES ..... - 7 -
3.01 Term ..... - 7 -
3.02 Commencement ..... - 7 -
3.03 Time for Completion ..... - 8 -
Article 4— INVOICES AND PAYMENTS ..... - 8 -
4.01 Invoices ..... - 8 -
4.02 Payments ..... - 8 -
4.03 Basis of Compensation ..... - 9 -
4.04 Explanation of Compensation Methods ..... - 9 -
4.05 Reimbursable Expenses ..... - 10 -
4.06 Other Provisions Concerning Payment ..... - 10 -
Article 5— OPINIONS OF COST ..... - 11 -
5.01 Opinions of Probable Construction Cost ..... - 11 -
5.02 Opinions of Total Project Costs ..... - 11 -
Article 6— GENERAL CONSIDERATIONS ..... - 11 -
6.01 Standards of Performance ..... - 11 -
6.02 HCPHCship and Use of Documents ..... - 13 -
6.03 Electronic Transmittals ..... - 14 -

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

6.04 Insurance ..... - 14 -
6.05 Suspension and Termination ..... - 16 -
6.06 Successors, Assigns, and Beneficiaries ..... - 17 -
6.07 Controlling Law; Venue ..... - 18 -
6.08 Environmental Condition of Site ..... - 18 -
6.09 Indemnification and Mutual Waiver ..... - 19 -
6.10 Records Retention ..... - 19 -
6.11 Miscellaneous Provisions ..... - 20 -
Article 7— DEFINITIONS ..... - 20 -
7.01 Defined Terms ..... - 20 -
Article 8— EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS ..... - 25 -
8.01 Exhibits to Main Agreement ..... - 25 -
8.02 Appendices to Main Agreement ..... - 25 -
8.03 Resource Documents: Task Order Form and Exhibits to Task Order ..... - 26 -
8.04 Executed Task Orders and Their Exhibits ..... - 26 -
8.05 Total Agreement; Amendments to Main Agreement and Task Orders ..... - 26 -
8.06 Designated Representatives ..... - 26 -
8.07 Engineer's Certifications ..... - 26 -
8.08 Conflict of Interest ..... - 27 -
EXECUTION OF AGREEMENT ..... - 27 -

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **Hancock County Port and Harbor Commission (hereinafter referred to as HCPHC)** and **RCL Architecture, LLC** (Engineer). Other terms used in the Agreement are defined in Article 7.

From time-to-time HCPHC may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

HCPHC and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by HCPHC to issue any Task Orders.

C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) HCPHC and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) HCPHC and Engineer both sign the Task Order.

D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.

B. Each specific Task Order will indicate:

1. Project Background Data.
2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
3. Additions or Modifications to HCPHC's Responsibilities.
4. Task Order Schedule.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

5. Engineer's Compensation for Task Order; and

6. Primary Subconsultants, if any.

C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.

D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.

E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

   a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.

   b. be updated on a regular basis, and as required to reflect any programmatic decisions by HCPHC.

   c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.

3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.

4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.

5. Prepare and submit **weekly** engineering services progress reports to the HCPHC. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated if applicable:

7. Conduct ongoing management tasks, including:

   a. Maintaining communications records and files pertaining to or arising from Engineer's services.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with HCPHC to discuss progress, schedule, budget, issues, potential problems, and their resolution; and

c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare, and provide to Owner, draft and final Drawings in accordance with **Engineer's CAD standards**, using **Autodesk AutoCAD**-version **2019** software along with PDFs of Drawings.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **Engineer's standard technical specifications with a numbering scheme to match HCPHC's standard general specifications**, unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.

B. If the Work designed or specified by Engineer under a specific Task Order 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 of HCPHC's consultants or contractors (such as in the case of fast-tracking), then:

1. The Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or

2. If the Task Order does not address such sequencing and coordination, then HCPHC and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—HCPHC'S RESPONSIBILITIES

2.01 Application of HCPHC's Responsibilities

A. The responsibilities of HCPHC set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of HCPHC applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

A. To the extent HCPHC has not already provided the following, or has new, additional, or revised information from that previously provided, HCPHC shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including HCPHC's:

1. design objectives and constraints;

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, HCPHC shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, HCPHC may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, Mapping, and Utility Documentation.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.

C. HCPHC shall examine all alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as HCPHC deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. If a specific Task Order requires Engineer to assist HCPHC in collating the various cost categories that comprise Total Project Costs, HCPHC shall furnish to Engineer data as to HCPHC's anticipated costs for services to be provided to HCPHC by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

E. HCPHC shall advise Engineer if any invention, design, process, product, or device that HCPHC has requested, required, or recommended for inclusion in the Drawings or Specifications

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

prepared or furnished under a Task Order will be subject to payment (whether by HCPHC or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. HCPHC shall inform Engineer as to whether Engineer's assistance is requested with respect to HCPHC's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.

G. HCPHC shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 HCPHC's Instructions Regarding Bidding and Construction Contract Documents

A. HCPHC shall give instructions to Engineer regarding HCPHC's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and HCPHC's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. HCPHC's standard contract forms, general conditions supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;
2. insurance and bonding requirements;
3. protocols for electronic transmittals during bidding and construction;
4. HCPHC's safety and security programs applicable to Contractor and other Constructors;
5. diversity and other social responsibility requirements;
6. bidding and contract requirements of funding, financing, or regulatory entities;
7. other specific conditions applicable to the procurement of construction or contract documents;
8. any other information necessary for Engineer to assist HCPHC in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.

B. HCPHC shall place and pay for advertisements for Bids in appropriate publications.

2.04 HCPHC-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, HCPHC shall obtain, as required for each Specific Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by HCPHC, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

3. Auditing services, including those needed by HCPHC to ascertain how or for what purpose Contractor has used money paid to it.

B. HCPHC shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.

C. With respect to the portions or phases of each Specific Project designed or specified by Engineer, HCPHC shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.

D. HCPHC may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.B and C.

2.05 HCPHC's General Responsibilities

A. HCPHC shall inform Engineer of the policies, procedures, and requirements of HCPHC that are applicable to Engineer's performance of services under this Agreement and under each Task Order.

B. HCPHC will provide Engineer with HCPHC's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.

C. HCPHC shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

D. HCPHC shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.

E. HCPHC shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. HCPHC shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by HCPHC to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

G. HCPHC shall give prompt written notice to Engineer whenever HCPHC observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) HCPHC's performance of its responsibilities under this Agreement.

H. HCPHC shall advise Engineer of the identity and scope of services of any independent consultants employed by HCPHC to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If HCPHC designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent HCPHC at the Site, then HCPHC shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. HCPHC shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between HCPHC and Engineer's Subcontractors or Subconsultants.

b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.

4. Perform or provide the following:

a. All other HCPHC responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

A. HCPHC shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Task Orders issued hereunder for **3** years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

3.03 Time for Completion

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services will be adjusted equitably.

C. If HCPHC authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the amounts of Engineer's compensation, will be adjusted equitably.

D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, at no fault of the Engineer, HCPHC may pay Engineer for the agreed additional services during the extension based on the Standard Hourly Rates Method of Payment.

E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then HCPHC shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to HCPHC monthly. Invoices are due and payable within 30 days of approval.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If HCPHC disputes an invoice, either as to amount or entitlement, then HCPHC shall promptly advise Engineer in writing of the specific basis for doing so, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If HCPHC fails to make any undisputed payment due Engineer within 30 days after approval of Engineer's invoice, then:

1. Omitted.

2. Engineer may, after giving 7 days' written notice to HCPHC, suspend services under this Agreement until HCPHC has paid in full amounts due.

D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by HCPHC. HCPHC shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

A. The basis of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). HCPHC shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The Standard Hourly Rates (plus any expenses expressly eligible for reimbursement) with a Not To Exceed amount stated in the Task Order is the basis of compensation used for services under Task Orders, as identified in each specific Task Order:

C. The terms and conditions applicable to this compensation method is set forth in Paragraph 4.04.

4.04 Explanation of Compensation Method

A. Standard Hourly Rates

1. For the specified category of services, the HCPHC shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from HCPHC for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be applicable for the duration of the contract.

7. Each Task Order will have an amount "Not To Exceed Without Owner's Written Approval". Engineer will notify Owner when they have reached 60% and 90% billing milestones of the budget and schedule 60% and 90% design reviews at the respective milestones.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

4.05 Reimbursable Expenses

A. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:

1. reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;

2. Consultant charges; and

3. Other expenses identified in Appendix 1.

B. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

C. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.1**.

D. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of **1.1**.

E. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement. The amount may be increased only by written approval by the Owner.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give HCPHC written notice thereof, allowing HCPHC to consider its options, including suspension or termination for HCPHC's convenience of Engineer's services under the Task Order. Upon notice, HCPHC and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. HCPHC shall either exercise its right to suspend or terminate Engineer's services under the Task Order for HCPHC's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If HCPHC requires greater assurance as to probable Construction Cost, then HCPHC agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the HCPHC in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: HCPHC shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in HCPHC-furnished information.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by HCPHC.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and HCPHC shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of HCPHC that are applicable to Engineer's performance of services under this Agreement and that HCPHC provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

3. This Agreement is based on Laws and Regulations and HCPHC-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to HCPHC's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date of the Task Order to Laws and Regulations,

   b. the receipt by Engineer after the Effective Date of the Task Order of HCPHC-provided written policies and procedures, and

   c. changes after the Effective Date of the Task Order to HCPHC-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be furnished by the Owner.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to HCPHC at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, one complete printed copy, duly signed and sealed, and all computer aided design files formatted for AutoCAD 2019 and technical specifications formatted in Microsoft Word.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. HCPHC agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

N. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and HCPHC's safety programs of which Engineer has been informed in writing.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

6.02 HCPHC ownership and Use of Documents

A. All Documents are instruments of service, and the Owner owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Owner. The Owner shall continue to own the Documents and all associated rights whether or not the Specific Project is completed.

1. Documents on the Specific Project, extensions of the Specific Project, and for related uses of the HCPHC, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

a. HCPHC acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer.

b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at HCPHC's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;

c. HCPHC shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and

d. HCPHC provided documents shall not create any rights in third parties.

B. If Engineer, at HCPHC's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then HCPHC shall compensate Engineer at rates or in an amount to be agreed upon by HCPHC and Engineer.

C. Engineer shall inform HCPHC if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by HCPHC or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of HCPHC and the Project, results in third-party claims of infringement or violation of intellectual property rights, then and the Engineer shall bear the costs of defending against, settling, or paying such claims.

D. Engineer will obtain HCPHC's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

6.03 Electronic Transmittals

A. To the fullest extent practical, HCPHC and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then HCPHC and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols unless noted otherwise.

D. This Agreement (including the EDP) is not intended to create obligations for HCPHC or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds HCPHC, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. HCPHC shall procure and maintain insurance as set forth in Exhibit G.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

D. HCPHC shall require Contractor to purchase and maintain policies of insurance covering workers' compensation and unemployment compensation in the amount required by law, comprehensive general liability in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate, automobile liability in the amount of $1,000,000 per accident, professional liability insurance covering consultant's negligent acts, errors, or omissions in the performance of professional services with limits of $1,000,000 per claim and annual aggregate, contractors pollution liability insurance in the amount of $1,000,000 each loss, and other insurance necessary to protect HCPHC's and Engineer's interests in the Project; HCPHC shall be named as additionally insured. HCPHC shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. HCPHC shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by HCPHC from Contractor.

E. HCPHC and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by HCPHC or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by HCPHC with respect to a Specific Project must require builder's risk or similar property insurance. Builder's risk may not be applicable to marine projects and will be determined on a case by case basis.

G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, HCPHC may request that Engineer, or Engineer's Subcontractors or Subconsultants, at HCPHC's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by HCPHC, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by HCPHC, and Exhibit G will be supplemented to incorporate these requirements.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

6.05 Suspension and Termination

A. Suspension

1. By HCPHC: HCPHC may suspend Engineer's services under a specific Task Order for up to 90 days at any time.

2. By Engineer: Engineer may, after giving 7 days' written notice to HCPHC, suspend services under a Task Order:

a. if HCPHC has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.

3. A suspension under a specific Task Order, whether by HCPHC or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.

a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:

a. if HCPHC demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to HCPHC on account of any termination by Engineer for cause.

C. Termination for Convenience by HCPHC: HCPHC may terminate a Task Order or this Main Agreement for HCPHC's convenience, effective upon Engineer's receipt of notice from HCPHC.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

D. Effective Date of Termination: If HCPHC terminates the Main Agreement for cause or convenience, HCPHC may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice HCPHC and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, HCPHC will have the right to the use of Documents, at HCPHC's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If HCPHC has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and HCPHC's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.

2. If HCPHC has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, Engineer will not be entitled to invoice HCPHC

6.06 Successors, Assigns, and Beneficiaries

A. HCPHC and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of HCPHC and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of HCPHC and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.

B. Neither HCPHC nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.

C. Unless expressly provided otherwise in this Main Agreement:

1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of HCPHC and Engineer and not for the benefit of any other party.

2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by HCPHC or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. HCPHC agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

6.07 Controlling Law; Venue

A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the HCPHC is located: Mississippi.

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of HCPHC's principal office; and if federal jurisdictional requirements can be met, in federal court in the district in which HCPHC's principal office is located.

6.08 Environmental Condition of Site

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), HCPHC represents to Engineer that, as of the Effective Date of the Task Order, to the best of HCPHC's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for HCPHC, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) HCPHC and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and HCPHC shall

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:

1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

F. HCPHC acknowledges that Engineer is performing professional services for HCPHC and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.09 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless HCPHC, and HCPHC's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by HCPHC and Engineer in Exhibit I, "Limitations of Liability."

B. If, as a result of Engineer breaching this agreement, HCPHC employs an attorney to enforce its rights under the agreement, then the Engineer will pay HCPHC the reasonable attorneys fees and costs incurred to enforce the agreement.

6.10 Records Retention

A. Engineer shall maintain on file in legible form in perpetuity all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon HCPHC's request, Engineer shall provide a copy of any such item to HCPHC at no cost.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

6.11 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon HCPHC and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to HCPHC by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.

3. Agreement—This written contract for professional services between HCPHC and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.

   a. Main Agreement—See definition at Paragraph 7.01.A.28 below.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to HCPHC by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

7. Change Order—A document which is signed by Contractor and HCPHC and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between the HCPHC and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that HCPHC has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to HCPHC of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; HCPHC's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to HCPHC. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, HCPHC's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which HCPHC enters into a Construction Contract.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to HCPHC. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Engineer—The individual or entity named as such in this Main Agreement.

24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the HCPHC-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between HCPHC and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, HCPHC responsibilities, invoice and payment procedures, standard of care, HCPHC ownership of documents, suspension and termination, and definitions.

29. HCPHC—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.

32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by HCPHC upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by HCPHC which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

36. Specific Project—A specifically identified and defined total undertaking to be accomplished for HCPHC by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.

38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; HCPHC-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. Task Order—A document executed under this Main Agreement by HCPHC and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.

43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that HCPHC furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), HCPHC's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to HCPHC.

44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by HCPHC and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

A. Reserved.

B. Reserved.

C. Exhibit C, Amendment to Main Agreement (form).

D. Reserved.

E. Reserved.

F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Reimbursable Expenses Schedule

2. Appendix 2—Standard Hourly Rates Schedule

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, "Part 3 of 4: Task Order Form" and "Part 4 of 4: Exhibits to Task Order." These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by HCPHC and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between HCPHC and Engineer and supersedes all prior written or oral understandings.

B. Amendments:

1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.

3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Engineer and HCPHC shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Task Order, Engineer and HCPHC shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of HCPHC, or (b) to deprive HCPHC of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and HCPHC together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent HCPHC's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

This Main Agreement's Effective Date is **[date to be inserted at the time of execution]**.

HCPHC:	**Engineer:** Richard C. Lambert Consultants, LLC in Association with RCL Architecture, LLC
Hancock County Port and Harbor Commission (name of organization)	(name of organization)
By: William P Cotter (individual's signature)	By: (individual's signature)
Date: 06-18-2021 (date signed)	Date: 6-17-21 (date signed)
Name: William P. Cotter (typed or printed)	Name: Richard C. Lambert (typed or printed)
Title: CEO (typed or printed)	Title: Manager | Member (typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest: (individual's signature)	Attest: (individual's signature)
Title: Executive Secretary (typed or printed)	Title: Manager | Member (typed or printed)
Address for giving notices:	Address for giving notices: Richard C. Lambert Consultants, LLC IN ASSOCIATION WITH
Hancock County Port & Harbor Commission	RCL Architecture, LLC
14054 Fred & Al Key Road	900 W. Causeway Approach
Kiln, MS 39556	Mandeville LA 70471
Designated Representative:	Designated Representative:
Name: James Buras (typed or printed)	Name: FRANZI ZEHNER, PE | PAUL F. DIMITRIOS, AI NCARB (typed or printed)
Title: Director of Public Works (typed or printed)	Title: Engineer | Architect (typed or printed)
Address:	Address:
14054 Fred & Al Key Road	900 W. Causeway Approach
Kiln, MS 39556	Mandeville, LA 70471
Phone: 228-467-9231	Phone: 985-727-4440
Email: jburas@hcphc.ms	Email: rclc@rclconsultants.com

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

Richard C. Lambert Consultants, L.L.C.

RCL CONSULTANTS, L L C
Planning
Architecture
Engineering
Construction Management

RESOLUTION

BE IT RESOLVED by the member of RICHARD C. LAMBERT CONSULTANTS, LLC, a Limited Liability Company organized and existing under the laws of the State of Louisiana, and domiciled in the City of Mandeville, Louisiana, that Richard C. Lambert, manager of the Limited Liability Company is hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Limited Liability Company.

CERTIFICATE

I, Richard C. Lambert, manager of RICHARD C. LAMBERT CONSULTANTS, LLC do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the members of said Limited Liability Company at a meeting thereof legally held on the 16th day of June, 2021; that said resolution is duly entered into the records of said Limited Liability Company; that it has not been rescinded or modified; and that it is now in full force and effect.

Richard C. Lambert, Manager
Richard C. Lambert Consultants, LLC

900 West Causeway Approach, Mandeville LA 70471
Phone: 985.727.4440 Fax: 985.727.4447
E-mail: rclc@rclconsultants.com

New Orleans Office
E-mail: rclc@rclconsultants.com
www.rclconsultants.com

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

RCL ARCHITECTURE, L.L.C.

RCL ARCHITECTURE, LLC
Planning • Architecture • Interiors • Construction Management

RESOLUTION

BE IT RESOLVED by the member of RCL ARCHITECTURE, LLC, a Limited Liability Company organized and existing under the laws of the State of Louisiana, and domiciled in the City of Mandeville, Louisiana, that Richard C. Lambert, Member/Manager of the Limited Liability Company is hereby authorized to execute all affidavits on behalf of the Limited Liability Company.

CERTIFICATE

I, Richard C. Lambert, Manager of RCL ARCHITECTURE, LLC do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the members of said Limited Liability Company at a meeting thereof legally held on the 16th day of June, 2021 that said resolution is duly entered into the records of said Limited Liability Company; that it has not been rescinded or modified; and that it is now in full force and effect.

Richard C. Lambert, Manager
RCL ARCHITECTURE, LLC

RCL ARCHITECTURE. LLC
900 West Causeway Approach, Mandeville LA 70471
Phone: 985.727.4440 Fax: 985.727.4447
E-mail: rcla@rclconsultants.com

New Orleans Office
E-mail: rcla@rclconsultants.com

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT



EXHIBITS TO MAIN AGREEMENT

TABLE OF CONTENTS

EXHIBIT A—RESERVED

EXHIBIT B—RESERVED

EXHIBIT C—AMENDMENT TO MAIN AGREEMENT

EXHIBIT D—RESERVED

EXHIBIT E—RESERVED

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

EXHIBIT G—INSURANCE

EXHIBIT H—OMITTED

EXHIBIT I—OMITTED

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT A—EXHIBIT A—RESERVED

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT B—EXHIBIT B—RESERVED

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

AMENDMENT TO MAIN AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **Hancock County Port and Harbor Commission**
Engineer: **[Name of Engineer]**
Effective Date of Agreement: **[Effective Date of Main Agreement]**
Nature of Amendment: (Check those that apply)

- ☐ Modifications to responsibilities of HCPHC
- ☐ Modifications of payment to Engineer
- ☐ Modifications to term of Main Agreement
- ☐ Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]

HCPHC and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

HCPHC	Engineer
Hancock County Port and Harbor Commission (typed or printed name of organization)	_____ (typed or printed name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____ (date signed)	Date: _____ (date signed)
Name: William P. Cotter (typed or printed)	Name: _____ (typed or printed)
Title: CEO (typed or printed)	Title: _____ (typed or printed)

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT D—EXHIBIT D—RESERVED

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT E—EXHIBIT E—RESERVED

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Main Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals. References to "Project" will mean the Specific Project, or the facilities program or other combination of projects undertaken with Engineer's involvement, as the case may be.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the HCPHC and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with HCPHC, Engineer, or any Contractor or other entity directly contracted with the HCPHC to furnish Project-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the HCPHC or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP **10** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the HCPHC is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of this exhibit, or implementation of other Electronic Documents protocols.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

h. The **Engineer** will operate a Project information management system (also referred to in this EDP as "Project Website") for use of HCPHC, Engineer, Contractors, during the Project for exchange and storage

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the Parties as described in this paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

1) Describe the period of time during which the Project Website will be operated and be available for reliance by the Parties.

2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website.

3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.).

4) Include any other Project Website attributes that may be pertinent to the use of the facility by Project-related parties and evaluation by those parties of the functionality and cost of such use.

5) Engineer's related compensation and reimbursement: **There will be no additional compensation for this service**

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to HCPHC. Exhibit A of each specific Task Order identifies various Documents that Engineer is required to deliver to HCPHC as part of Engineer's services; Exhibit B of each specific Task Order is a schedule of such Documents. Engineer will transmit such Documents to HCPHC in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF), Microsoft Word, Exel and AutoCAD, whichever is applicable

2. .

3. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in a specific Exhibit A, then the Exhibit A format will take precedence. If no specific format is

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, HCPHC shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or HCPHC arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

3) The third party shall indemnify and hold harmless HCPHC, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by HCPHC.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. HCPHC may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) HCPHC determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) HCPHC obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with HCPHC or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D is included in basic services of the task order.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT G—EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to HCPHC and Engineer; and, HCPHC's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF, DOC, EXC, DWG	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to HCPHC by Engineer	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to HCPHC	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to HCPHC by	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to	Email w/ Attach or LFE	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by HCPHC in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.

Key	
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version **[number]** or later.
DWG	Autodesk® AutoCAD. dwg format Version **[number]**.
DOC	Microsoft® Word. docx format Version **[number]**.
EXC	Microsoft® Excel .xlsx or .xml
DB	Microsoft® Access .mdb

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT H—EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee	$1,000,000
Policy limit	$2,000,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	$
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$ 1,000,000
Excess or Umbrella Liability – N/A	
Each Occurrence N/A	$
General Aggregate N/A	$
Professional Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
Unmanned Aerial Vehicle Liability Insurance -N/A	
Each ClaimN/A	$
General Aggregate N/A	$
Other Insurance N/A]	
Each Claim	$
General Aggregate	$

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that HCPHC must procure and maintain, and the policy limits of such insurance, are as follows:[1]

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee$	$1,000,000
Policy limit	$1,000,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Unmanned Aerial Vehicle Liability Insurance -N/A	
Each Claim	$
General Aggregate	$
Other Insurance [Specify] N/A	
Each Claim	$
General Aggregate	$

C. During the term of this Main Agreement the Engineer shall notify HCPHC of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on HCPHC's and applicable Contractor's general liability policies of insurance.

D. The HCPHC must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

E. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to HCPHC that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

F. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged

[1] For clarification as referenced in part E. of the Main Agreement, HCPHC will maintain the above, but will not add Engineer as Additional Insured, nor does HCPHC's coverage apply to the project at hand.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT I—EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—OMITTED

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT J—EXHIBIT I—OMITTED

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT K—APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

8"x11" Copies/Impressions	$ **[Enter Cost]**/page
Copies of Drawings	$ **[Enter Cost]**/sq. ft.
Laboratory Testing	at cost

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT L—APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

B. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.

3. The Standard Hourly Rates are subject to annual adjustment.

C. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Billing Class VIII	$ [Enter Rate]/hour
Billing Class VII	$ [Enter Rate]/hour
Billing Class VI	$ [Enter Rate]/hour
Billing Class V	$ [Enter Rate]/hour
Billing Class IV	$ [Enter Rate]/hour
Billing Class III	$ [Enter Rate]/hour
Billing Class II	$ [Enter Rate]/hour
Billing Class I	$ [Enter Rate]/hour

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT



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

PART 3 OF 4: TASK ORDER FORM

TASK ORDER NO. [___]

This is Task Order No. [_____], consisting of 8 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 2—TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	
c.	Engineer:	
d.	Specific Project (title)	
e.	Specific Project (description):	
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

ARTICLE 3—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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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: _____

Type and Size of Facility: _____

Description of Improvements: _____

Expected Construction Start: _____

Prior Studies, Reports, Plans: _____

Facility Location(s): _____

Current Specific Project Budget: _____

Funding Sources: _____

Known Design Standards: _____

Known Specific Project Limitations: _____

Specific Project Assumptions: _____

Other Pertinent Information: _____

_____

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

ARTICLE 4—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.

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 5—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 6—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.]**

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

ARTICLE 7—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

ARTICLE 8—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:

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	$[ ]	[ ]
a. Phase or Subtask 1	$[ ]	[ ]
b. Phase or Subtask 2	$[ ]	[ ]
c. Phase or Subtask 3	$[ ]	[ ]
d. Phase or Subtask 4*	$[ ]	[ ]
2. Resident Project Representative Services*	$[ ]	[ ]

TOTAL COMPENSATION Not To Exceed (items 1 and 2)	$[ ]	
3. Additional Services under Section 2.D above Not To Exceed	(N/A)	[ ]

*Based on a **[number]**-month continuous construction period.

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

A. **[Identify primary Subconsultants]**

ARTICLE 10—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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

OWNER:	**ENGINEER:**
By: HANCOCK COUNTY PORT AND HARBOR COMMISSION	By:
Print Name: WILLIAM P. COTTER	Print Name:
Title: CEO	Title:
	Engineer's License or Firm's Certificate No. (if required):
	State of:
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: JAMES BURAS	Name:
Title: DIRECTOR OF PUBLIC WORKS	Title:
Address: 14054 Fred & Al Key Road | Kiln, MS 39556	Address:
E-Mail Address: JBURAS@HCPHC.MS	E-Mail Address:
Phone: (228) 467-9231 (ext. 24)	Phone:
Date: 5-28-21	Date:

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT



OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 4 OF 4: EXHIBITS TO TASK ORDER

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBITS TO TASK ORDER

TABLE OF CONTENTS

EXHIBIT A—ENGINEER'S SERVICES UNDER TASK ORDER

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

EXHIBIT C—RESERVED

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

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

EXHIBIT F—RESERVED

EXHIBIT G—RESERVED

EXHIBIT H—RESERVED

EXHIBIT I—RESERVED

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

Exhibit A Table of Contents

Article 1— BASIC SERVICES 2
1.01 Management of Engineering Services 2
1.02 Study and Report Phase 2
1.03 Preliminary Design Phase 5
1.04 Final Design Phase 9
1.05 Bidding/Proposal Phase 13
1.06 Construction Phase 14
1.07 Post-Construction Phase 20
Article 2— ADDITIONAL SERVICES 20
2.01 Additional Services Not Requiring Owner's Written Authorization 20
2.02 Additional Services Requiring Owner's Written Authorization 22

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

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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 11—BASIC SERVICES

11.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

11.02 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:

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

11.03 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,

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

11.04 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

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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:

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

11.05 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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

11.06 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)

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

11.07 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 12—ADDITIONAL SERVICES

12.01 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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

12.02 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;

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT N—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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT O—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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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

ARTICLE 13—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:

13.01 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.

13.02 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

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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).

13.03 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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT Q—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

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

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: _____

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT R—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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT S—EXHIBIT G—RESERVED

Guidance Notes—Exhibit G

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

EXHIBIT T—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.

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

EXHIBIT U—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

Attachment: RESOLUTION# 20210628-06 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH RICHARD C. LAMBERT

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 28, 2021
To:	Port & Harbor Commission
From:	David Poole,
Subject:	RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC. FOR SECONDARY PROFESSIONAL SERVICES ON VERTICAL CONSTRUCTION PROJECTS AT STENNIS INTERNATIONAL AIRPORT

ATTACHED:
Main Agreement Allen & Hoshall, Inc. Allen & Hoshall, LLC 6-9-21

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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

RESOLUTION# 20210628-10

AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC. FOR SECONDARY PROFESSIONAL SERVICES ON VERTICAL CONSTRUCTION PROJECTS AT STENNIS INTERNATIONAL AIRPORT

WHEREAS, the Hancock County Port & Harbor Commission (Commission) desires to obtain professional architectural and engineering services related to vertical construction projects at Stennis International Airport ("KHSA");

WHEREAS, the Commission published a Request for Qualifications for Professional Services associated with Vertical Construction Projects in the Sea Coast Echo, Sun Herald, Clarion Ledger, and also submitted the Request to Mississippi's Contract Procurement Center;

WHEREAS, a grading committee composed of staff knowledgeable of the day to day and construction operations at Stennis International Airport selected Allen & Hoshall as secondary engineering firm based on their Statement of Qualifications;

WHEREAS, the staff recommend awarding the attached Secondary Master Services Agreement for Professional Services related to Vertical Construction Projects to Allen & Hoshall pursuant to mutually agreed upon task orders and work authorizations issued from time to time;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby approves and authorizes the Chief Executive Officer to execute the Master Services Agreement with Allen & Hoshall, Inc;

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:
Main Agreement Allen & Hoshall, Inc. Allen & Hoshall, LLC 6-9-21

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

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Main Agreement Allen & Hoshall, Inc. Allen & Hoshall, LLC 6-9-21

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE

Agreement Between Hancock County
Port and Harbor Commission &
Engineer

For Professional Services
Task Order Edition

MAIN AGREEMENT

Monday, May 17, 2021

TABLE OF CONTENTS

Page

Article 1— SERVICES OF ENGINEER ..... - 1 -

1.01 General ..... - 1 -

1.02 Task Order Procedure ..... - 1 -

1.03 Management of Engineering Services ..... - 2 -

1.04 Sequencing and Coordination ..... - 3 -

Article 2— HCPHC'S RESPONSIBILITIES ..... - 3 -

2.01 Application of HCPHC's Responsibilities ..... - 3 -

2.02 Project Information ..... - 3 -

2.03 HCPHC's Instructions Regarding Bidding and Construction Contract Documents ..... - 5 -

2.04 HCPHC-Furnished Services ..... - 5 -

2.05 HCPHC's General Responsibilities ..... - 6 -

2.06 Payment ..... - 7 -

Article 3— TERM AND TIMES FOR RENDERING SERVICES ..... - 7 -

3.01 Term ..... - 7 -

3.02 Commencement ..... - 7 -

3.03 Time for Completion ..... - 8 -

Article 4— INVOICES AND PAYMENTS ..... - 8 -

4.01 Invoices ..... - 8 -

4.02 Payments ..... - 8 -

4.03 Basis of Compensation ..... - 9 -

4.04 Explanation of Compensation Methods ..... - 9 -

4.05 Reimbursable Expenses ..... - 10 -

4.06 Other Provisions Concerning Payment ..... - 10 -

Article 5— OPINIONS OF COST ..... - 11 -

5.01 Opinions of Probable Construction Cost ..... - 11 -

5.02 Opinions of Total Project Costs ..... - 11 -

Article 6— GENERAL CONSIDERATIONS ..... - 11 -

6.01 Standards of Performance ..... - 11 -

6.02 HCPHCship and Use of Documents ..... - 13 -

6.03 Electronic Transmittals ..... - 14 -

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

6.04 Insurance ..... - 14 -
6.05 Suspension and Termination ..... - 16 -
6.06 Successors, Assigns, and Beneficiaries ..... - 17 -
6.07 Controlling Law; Venue ..... - 18 -
6.08 Environmental Condition of Site ..... - 18 -
6.09 Indemnification and Mutual Waiver ..... - 19 -
6.10 Records Retention ..... - 19 -
6.11 Miscellaneous Provisions ..... - 20 -
Article 7— DEFINITIONS ..... - 20 -
7.01 Defined Terms ..... - 20 -
Article 8— EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS ..... - 25 -
8.01 Exhibits to Main Agreement ..... - 25 -
8.02 Appendices to Main Agreement ..... - 25 -
8.03 Resource Documents: Task Order Form and Exhibits to Task Order ..... - 26 -
8.04 Executed Task Orders and Their Exhibits ..... - 26 -
8.05 Total Agreement; Amendments to Main Agreement and Task Orders ..... - 26 -
8.06 Designated Representatives ..... - 26 -
8.07 Engineer's Certifications ..... - 26 -
8.08 Conflict of Interest ..... - 27 -
EXECUTION OF AGREEMENT ..... - 27 -

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **Hancock County Port and Harbor Commission (hereinafter referred to as HCPHC)** and **Allen & Hoshall, Inc. dba Allen & Hoshall, LLC** (Engineer). Other terms used in the Agreement are defined in Article 7.

From time-to-time HCPHC may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

HCPHC and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by HCPHC to issue any Task Orders.

C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) HCPHC and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) HCPHC and Engineer both sign the Task Order.

D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.

B. Each specific Task Order will indicate:

1. Project Background Data.
2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
3. Additions or Modifications to HCPHC's Responsibilities.
4. Task Order Schedule.

5. Engineer's Compensation for Task Order; and

6. Primary Subconsultants, if any.

C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.

D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.

E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

   a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.

   b. be updated on a regular basis, and as required to reflect any programmatic decisions by HCPHC.

   c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.

3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.

4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.

5. Prepare and submit **weekly** engineering services progress reports to the HCPHC. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated if applicable:

7. Conduct ongoing management tasks, including:

   a. Maintaining communications records and files pertaining to or arising from Engineer's services.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with HCPHC to discuss progress, schedule, budget, issues, potential problems, and their resolution; and

c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare, and provide to Owner, draft and final Drawings in accordance with **Engineer's CAD standards**, using **Autodesk AutoCAD**-version **2019** software along with PDFs of Drawings.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **Engineer's standard technical specifications with a numbering scheme to match HCPHC's standard general specifications**, unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.

B. If the Work designed or specified by Engineer under a specific Task Order 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 of HCPHC's consultants or contractors (such as in the case of fast-tracking), then:

1. The Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or

2. If the Task Order does not address such sequencing and coordination, then HCPHC and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—HCPHC'S RESPONSIBILITIES

2.01 Application of HCPHC's Responsibilities

A. The responsibilities of HCPHC set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of HCPHC applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

A. To the extent HCPHC has not already provided the following, or has new, additional, or revised information from that previously provided, HCPHC shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including HCPHC's:

1. design objectives and constraints;

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, HCPHC shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, HCPHC may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, Mapping, and Utility Documentation.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.

C. HCPHC shall examine all alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as HCPHC deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. If a specific Task Order requires Engineer to assist HCPHC in collating the various cost categories that comprise Total Project Costs, HCPHC shall furnish to Engineer data as to HCPHC's anticipated costs for services to be provided to HCPHC by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

E. HCPHC shall advise Engineer if any invention, design, process, product, or device that HCPHC has requested, required, or recommended for inclusion in the Drawings or Specifications

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

prepared or furnished under a Task Order will be subject to payment (whether by HCPHC or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. HCPHC shall inform Engineer as to whether Engineer's assistance is requested with respect to HCPHC's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.

G. HCPHC shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 HCPHC's Instructions Regarding Bidding and Construction Contract Documents

A. HCPHC shall give instructions to Engineer regarding HCPHC's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and HCPHC's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. HCPHC's standard contract forms, general conditions supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;
2. insurance and bonding requirements;
3. protocols for electronic transmittals during bidding and construction;
4. HCPHC's safety and security programs applicable to Contractor and other Constructors;
5. diversity and other social responsibility requirements;
6. bidding and contract requirements of funding, financing, or regulatory entities;
7. other specific conditions applicable to the procurement of construction or contract documents;
8. any other information necessary for Engineer to assist HCPHC in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.

B. HCPHC shall place and pay for advertisements for Bids in appropriate publications.

2.04 HCPHC-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, HCPHC shall obtain, as required for each Specific Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by HCPHC, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

3. Auditing services, including those needed by HCPHC to ascertain how or for what purpose Contractor has used money paid to it.

B. HCPHC shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.

C. With respect to the portions or phases of each Specific Project designed or specified by Engineer, HCPHC shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.

D. HCPHC may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.B and C.

2.05 HCPHC's General Responsibilities

A. HCPHC shall inform Engineer of the policies, procedures, and requirements of HCPHC that are applicable to Engineer's performance of services under this Agreement and under each Task Order.

B. HCPHC will provide Engineer with HCPHC's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.

C. HCPHC shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

D. HCPHC shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.

E. HCPHC shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. HCPHC shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by HCPHC to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

G. HCPHC shall give prompt written notice to Engineer whenever HCPHC observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) HCPHC's performance of its responsibilities under this Agreement.

H. HCPHC shall advise Engineer of the identity and scope of services of any independent consultants employed by HCPHC to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If HCPHC designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent HCPHC at the Site, then HCPHC shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. HCPHC shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between HCPHC and Engineer's Subcontractors or Subconsultants.

b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.

4. Perform or provide the following:

a. All other HCPHC responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

A. HCPHC shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Task Orders issued hereunder for **3** years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

3.03 Time for Completion

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services will be adjusted equitably.

C. If HCPHC authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the amounts of Engineer's compensation, will be adjusted equitably.

D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, at no fault of the Engineer, HCPHC may pay Engineer for the agreed additional services during the extension based on the Standard Hourly Rates Method of Payment.

E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then HCPHC shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to HCPHC monthly. Invoices are due and payable within 30 days of approval.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If HCPHC disputes an invoice, either as to amount or entitlement, then HCPHC shall promptly advise Engineer in writing of the specific basis for doing so, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If HCPHC fails to make any undisputed payment due Engineer within 30 days after approval of Engineer's invoice, then:

1. Omitted.

2. Engineer may, after giving 7 days' written notice to HCPHC, suspend services under this Agreement until HCPHC has paid in full amounts due.

D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by HCPHC. HCPHC shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

A. The basis of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). HCPHC shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The Standard Hourly Rates (plus any expenses expressly eligible for reimbursement) with a Not To Exceed amount stated in the Task Order is the basis of compensation used for services under Task Orders, as identified in each specific Task Order:

C. The terms and conditions applicable to this compensation method is set forth in Paragraph 4.04.

4.04 Explanation of Compensation Method

A. Standard Hourly Rates

1. For the specified category of services, the HCPHC shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from HCPHC for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be applicable for the duration of the contract.

7. Each Task Order will have an amount "Not To Exceed Without Owner's Written Approval". Engineer will notify Owner when they have reached 60% and 90% billing milestones of the budget and schedule 60% and 90% design reviews at the respective milestones.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

4.05 Reimbursable Expenses

A. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:

1. reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;

2. Consultant charges; and

3. Other expenses identified in Appendix 1.

B. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

C. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.1**.

D. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of **1.1**.

E. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement. The amount may be increased only by written approval by the Owner.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give HCPHC written notice thereof, allowing HCPHC to consider its options, including suspension or termination for HCPHC's convenience of Engineer's services under the Task Order. Upon notice, HCPHC and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. HCPHC shall either exercise its right to suspend or terminate Engineer's services under the Task Order for HCPHC's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If HCPHC requires greater assurance as to probable Construction Cost, then HCPHC agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the HCPHC in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: HCPHC shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in HCPHC-furnished information.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by HCPHC.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and HCPHC shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of HCPHC that are applicable to Engineer's performance of services under this Agreement and that HCPHC provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

3. This Agreement is based on Laws and Regulations and HCPHC-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to HCPHC's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date of the Task Order to Laws and Regulations,

   b. the receipt by Engineer after the Effective Date of the Task Order of HCPHC-provided written policies and procedures, and

   c. changes after the Effective Date of the Task Order to HCPHC-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be furnished by the Owner.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to HCPHC at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, one complete printed copy, duly signed and sealed, and all computer aided design files formatted for AutoCAD 2019 and technical specifications formatted in Microsoft Word.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. HCPHC agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

N. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and HCPHC's safety programs of which Engineer has been informed in writing.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

6.02 HCPHC ownership and Use of Documents

A. All Documents are instruments of service, and the Owner owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Owner. The Owner shall continue to own the Documents and all associated rights whether or not the Specific Project is completed.

1. Documents on the Specific Project, extensions of the Specific Project, and for related uses of the HCPHC, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

a. HCPHC acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer.

b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at HCPHC's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;

c. HCPHC shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and

d. HCPHC provided documents shall not create any rights in third parties.

B. If Engineer, at HCPHC's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then HCPHC shall compensate Engineer at rates or in an amount to be agreed upon by HCPHC and Engineer.

C. Engineer shall inform HCPHC if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by HCPHC or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of HCPHC and the Project, results in third-party claims of infringement or violation of intellectual property rights, then the Engineer shall bear the costs of defending against, settling, or paying such claims.

D. Engineer will obtain HCPHC's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

6.03 Electronic Transmittals

A. To the fullest extent practical, HCPHC and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then HCPHC and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols unless noted otherwise.

D. This Agreement (including the EDP) is not intended to create obligations for HCPHC or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds HCPHC, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. HCPHC shall procure and maintain insurance as set forth in Exhibit G.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

D. HCPHC shall require Contractor to purchase and maintain policies of insurance covering workers' compensation and unemployment compensation in the amount required by law, comprehensive general liability in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate, automobile liability in the amount of $1,000,000 per accident, professional liability insurance covering consultant's negligent acts, errors, or omissions in the performance of professional services with limits of $1,000,000 per claim and annual aggregate, contractors pollution liability insurance in the amount of $1,000,000 each loss, and other insurance necessary to protect HCPHC's and Engineer's interests in the Project; HCPHC shall be named as additionally insured. HCPHC shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. HCPHC shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by HCPHC from Contractor.

E. HCPHC and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by HCPHC or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by HCPHC with respect to a Specific Project must require builder's risk or similar property insurance. Builder's risk may not be applicable to marine projects and will be determined on a case by case basis.

G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, HCPHC may request that Engineer, or Engineer's Subcontractors or Subconsultants, at HCPHC's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by HCPHC, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by HCPHC, and Exhibit G will be supplemented to incorporate these requirements.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

6.05 Suspension and Termination

A. Suspension

1. By HCPHC: HCPHC may suspend Engineer's services under a specific Task Order for up to 90 days at any time.

2. By Engineer: Engineer may, after giving 7 days' written notice to HCPHC, suspend services under a Task Order:

   a. if HCPHC has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

   b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.08.D; or

   c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.

3. A suspension under a specific Task Order, whether by HCPHC or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.

   a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:

   a. if HCPHC demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

   b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

   c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.08.E.

3. Engineer will have no liability to HCPHC on account of any termination by Engineer for cause.

C. Termination for Convenience by HCPHC: HCPHC may terminate a Task Order or this Main Agreement for HCPHC's convenience, effective upon Engineer's receipt of notice from HCPHC.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

D. Effective Date of Termination: If HCPHC terminates the Main Agreement for cause or convenience, HCPHC may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice HCPHC and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, HCPHC will have the right to the use of Documents, at HCPHC's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If HCPHC has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and HCPHC's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.

2. If HCPHC has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, Engineer will not be entitled to invoice HCPHC

6.06 Successors, Assigns, and Beneficiaries

A. HCPHC and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of HCPHC and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of HCPHC and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.

B. Neither HCPHC nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.

C. Unless expressly provided otherwise in this Main Agreement:

1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of HCPHC and Engineer and not for the benefit of any other party.

2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by HCPHC or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. HCPHC agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

6.07 Controlling Law; Venue

A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the HCPHC is located: Mississippi.

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of HCPHC's principal office; and if federal jurisdictional requirements can be met, in federal court in the district in which HCPHC's principal office is located.

6.08 Environmental Condition of Site

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), HCPHC represents to Engineer that, as of the Effective Date of the Task Order, to the best of HCPHC's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.08, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.08.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for HCPHC, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) HCPHC and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and HCPHC shall

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:

1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

F. HCPHC acknowledges that Engineer is performing professional services for HCPHC and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.09 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless HCPHC, and HCPHC's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by HCPHC and Engineer in Exhibit I, "Limitations of Liability."

B. If, as a result of Engineer breaching this agreement, HCPHC employs an attorney to enforce its rights under the agreement, then the Engineer will pay HCPHC the reasonable attorneys fees and costs incurred to enforce the agreement.

6.10 Records Retention

A. Engineer shall maintain on file in legible form in perpetuity all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon HCPHC's request, Engineer shall provide a copy of any such item to HCPHC at no cost.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

6.11 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon HCPHC and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to HCPHC by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.

3. Agreement—This written contract for professional services between HCPHC and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.

   a. Main Agreement—See definition at Paragraph 7.01.A.28 below.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to HCPHC by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

7. Change Order—A document which is signed by Contractor and HCPHC and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between the HCPHC and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that HCPHC has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to HCPHC of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; HCPHC's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to HCPHC. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, HCPHC's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which HCPHC enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to HCPHC. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Engineer—The individual or entity named as such in this Main Agreement.

24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the HCPHC-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between HCPHC and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, HCPHC responsibilities, invoice and payment procedures, standard of care, HCPHC ownership of documents, suspension and termination, and definitions.

29. HCPHC—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.

32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by HCPHC upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by HCPHC which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

36. Specific Project—A specifically identified and defined total undertaking to be accomplished for HCPHC by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.

38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; HCPHC-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. Task Order—A document executed under this Main Agreement by HCPHC and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.

43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that HCPHC furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), HCPHC's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to HCPHC.

44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by HCPHC and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

A. Reserved.

B. Reserved.

C. Exhibit C, Amendment to Main Agreement (form).

D. Reserved.

E. Reserved.

F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Reimbursable Expenses Schedule

2. Appendix 2—Standard Hourly Rates Schedule

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, "Part 3 of 4: Task Order Form" and "Part 4 of 4: Exhibits to Task Order." These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by HCPHC and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between HCPHC and Engineer and supersedes all prior written or oral understandings.

B. Amendments:

1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.

3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Engineer and HCPHC shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Task Order, Engineer and HCPHC shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of HCPHC, or (b) to deprive HCPHC of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and HCPHC together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent HCPHC's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

This Main Agreement's Effective Date is _____.

HCPHC:

Hancock County Port and Harbor Commission
(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: William P. Cotter
(typed or printed)

Title: CEO
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Hancock County Port & Harbor Commission
14054 Fred & Al Key Road
Kiln, MS 39556

Designated Representative:

Name: James Buras
(typed or printed)

Title: Director of Public Works
(typed or printed)

Address:

14054 Fred & Al Key Road
Kiln, MS 39556

Phone: 228- 467-9231

Email: jburas@hcphc.ms

Engineer:

Allen & Hoshall, Inc. dba Allen & Hoshall, LLC
(name of organization)

By: H. Pratt
(individual's signature)

Date: 6/9/2021
(date signed)

Name: Harry Pratt
(typed or printed)

Title: President
(typed or printed)

Attach evidence of authority to sign.

Attest: Robert Herd
(individual's signature)

Title: Robert Herd
(typed or printed)

Address for giving notices:

Allen & Hoshall
1675 Lakeview Drive, Suite 207
Jackson, MS 39216

Designated Representative:

Name: Charles Bunniran
(typed or printed)

Title: Principal
(typed or printed)

Address:

1675 Lakeview Drive, Suite 207
Jackson, MS 39216

Phone: 601-977-8993

Email: cbunniran@allenhoshall.com

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.



EXHIBITS TO MAIN AGREEMENT

TABLE OF CONTENTS

EXHIBIT A—RESERVED

EXHIBIT B—RESERVED

EXHIBIT C—AMENDMENT TO MAIN AGREEMENT

EXHIBIT D—RESERVED

EXHIBIT E—RESERVED

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

EXHIBIT G—INSURANCE

EXHIBIT H—OMITTED

EXHIBIT I—OMITTED

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT A—EXHIBIT A—RESERVED

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT B—EXHIBIT B—RESERVED

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

AMENDMENT TO MAIN AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **Hancock County Port and Harbor Commission**
Engineer: **[Name of Engineer]**
Effective Date of Agreement: **[Effective Date of Main Agreement]**
Nature of Amendment: (Check those that apply)

- ☐ Modifications to responsibilities of HCPHC
- ☐ Modifications of payment to Engineer
- ☐ Modifications to term of Main Agreement
- ☐ Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]

HCPHC and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

HCPHC	Engineer
Hancock County Port and Harbor Commission (typed or printed name of organization)	_____ (typed or printed name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____ (date signed)	Date: _____ (date signed)
Name: William P. Cotter (typed or printed)	Name: _____ (typed or printed)
Title: CEO (typed or printed)	Title: _____ (typed or printed)

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT D—EXHIBIT D—RESERVED

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT E—EXHIBIT E—RESERVED

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT F—EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Main Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals. References to "Project" will mean the Specific Project, or the facilities program or other combination of projects undertaken with Engineer's involvement, as the case may be.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the HCPHC and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with HCPHC, Engineer, or any Contractor or other entity directly contracted with the HCPHC to furnish Project-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the HCPHC or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP **10** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the HCPHC is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of this exhibit, or implementation of other Electronic Documents protocols.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

h. The **Engineer** will operate a Project information management system (also referred to in this EDP as "Project Website") for use of HCPHC, Engineer, Contractors, during the Project for exchange and storage

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the Parties as described in this paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

1) Describe the period of time during which the Project Website will be operated and be available for reliance by the Parties.

2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website.

3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.).

4) Include any other Project Website attributes that may be pertinent to the use of the facility by Project-related parties and evaluation by those parties of the functionality and cost of such use.

5) Engineer's related compensation and reimbursement: **There will be no additional compensation for this service**

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to HCPHC. Exhibit A of each specific Task Order identifies various Documents that Engineer is required to deliver to HCPHC as part of Engineer's services; Exhibit B of each specific Task Order is a schedule of such Documents. Engineer will transmit such Documents to HCPHC in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF), Microsoft Word, Exel and AutoCAD, whichever is applicable

2. .

3. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in a specific Exhibit A, then the Exhibit A format will take precedence. If no specific format is

identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, HCPHC shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or HCPHC arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

3) The third party shall indemnify and hold harmless HCPHC, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by HCPHC.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. HCPHC may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) HCPHC determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) HCPHC obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with HCPHC or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D is included in basic services of the task order.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT G—EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to HCPHC and Engineer; and, HCPHC's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF, DOC, EXC, DWG	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to HCPHC by Engineer	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to HCPHC	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to HCPHC by	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to	Email w/ Attach or LFE	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by HCPHC in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version **[number]** or later.
DWG	Autodesk® AutoCAD. dwg format Version **[number]**.
DOC	Microsoft® Word. docx format Version **[number]**.
EXC	Microsoft® Excel .xlsx or .xml
DB	Microsoft® Access .mdb

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT H—EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee	$1,000,000
Policy limit	$2,000,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	$
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$ 1,000,000
Excess or Umbrella Liability – N/A	
Each Occurrence N/A	$
General Aggregate N/A	$
Professional Liability Including Pollution	
Each Claim	$5,000,000
Annual Aggregate	$5,000,000
Unmanned Aerial Vehicle Liability Insurance -N/A	
Each Claim N/A	$
General Aggregate N/A	$
Other Insurance N/A]	
Each Claim	$
General Aggregate	$

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that HCPHC must procure and maintain, and the policy limits of such insurance, are as follows:[1]

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee$	$1,000,000
Policy limit	$1,000,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Unmanned Aerial Vehicle Liability Insurance -N/A	
Each Claim	$
General Aggregate	$
Other Insurance [Specify] N/A	
Each Claim	$
General Aggregate	$

C. During the term of this Main Agreement the Engineer shall notify HCPHC of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on HCPHC's and applicable Contractor's general liability policies of insurance.

D. The HCPHC must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

E. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to HCPHC that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

F. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged

[1] For clarification as referenced in part E. of the Main Agreement, HCPHC will maintain the above, but will not add Engineer as Additional Insured, nor does HCPHC's coverage apply to the project at hand.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT I—EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—OMITTED

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT J—EXHIBIT I—OMITTED

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT K—APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

8"x11" Copies/Impressions B&W	$ 0.06/page
8"x11" Copies/Impressions Color	$ 0.25/page
11"x17" Copies/Impressions B&W	$ 0.20/page
11"x17" Copies/Impressions Color	$ 0.50/page
Copies of Drawings	$ 0.10/sq. ft.
Lodging for authorized travel (GSA rate)	$ 96.00/day
Meals & Incidentals for authorized travel – full day (GSA rate)	$55.00/day
Meals & Incidentals for authorized travel – travel day (GSA rate)	$41.25/day
Mileage for authorized travel (GSA rate)	$0.56/mile
Postage and Overnight mail	At cost
Laboratory Testing	At cost
Sub-consultants	Cost + 10%

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT L—APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

B. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.

3. The Standard Hourly Rates are subject to annual adjustment.

C. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

RATE SCHEDULE – ALLEN & HOSHALL

Labor Classification	Year 1 Hourly Rate
Administrative Support 1 **	$78.00
Architect 1 - Graduate **	$103.00
Architect 2 - Designer **	$119.00
Architect 3 - Professional	$135.00
Architect 4 - Senior Professional	$156.00
Architect 5 - Discipline Leader	$170.00
Cost Estimator 1	$145.00
Cost Estimator 2	$216.00
Director / Officer in Charge	$322.00
Engineer 1 - Graduate **	$110.00
Engineer 2 - EIT **	$130.00
Engineer 3 - Professional	$152.00
Engineer 4 - Senior Professional	$184.00
Engineer 5 - Discipline Leader	$205.00
Program Manager 1	$159.00
Program Manager 2	$216.00
Program Manager 3	$276.00
Resident Engineer 1 **	$89.00
Resident Engineer 2	$131.00
Technician 1 **	$117.00
Technician 2	$138.00
Technician 3	$149.00

** Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime is required to meet HCPHC schedule, Allen & Hoshall reserves the right to negotiate overtime rates.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.



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

PART 3 OF 4: TASK ORDER FORM

TASK ORDER NO. [___]

This is Task Order No. [_____], consisting of 8 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 2—TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	
c.	Engineer:	
d.	Specific Project (title)	
e.	Specific Project (description):	
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

ARTICLE 3—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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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: _____

Type and Size of Facility: _____

Description of Improvements: _____

Expected Construction Start: _____

Prior Studies, Reports, Plans: _____

Facility Location(s): _____

Current Specific Project Budget: _____

Funding Sources: _____

Known Design Standards: _____

Known Specific Project Limitations: _____

Specific Project Assumptions: _____

Other Pertinent Information: _____

_____

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

ARTICLE 4—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.

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 5—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 6—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.]**

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

ARTICLE 7—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

ARTICLE 8—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:

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	$[ ]	[ ]
a. Phase or Subtask 1	$[ ]	[ ]
b. Phase or Subtask 2	$[ ]	[ ]
c. Phase or Subtask 3	$[ ]	[ ]
d. Phase or Subtask 4*	$[ ]	[ ]
2. Resident Project Representative Services*	$[ ]	[ ]

TOTAL COMPENSATION Not To Exceed (items 1 and 2)	$[ ]	
3. Additional Services under Section 2.D above Not To Exceed	(N/A)	[ ]

*Based on a **[number]**-month continuous construction period.

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

A. **[Identify primary Subconsultants]**

ARTICLE 10—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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

OWNER:	**ENGINEER:**
By: HANCOCK COUNTY PORT AND HARBOR COMMISSION	By:
Print Name: WILLIAM P. COTTER	Print Name:
Title: CEO	Title:
	Engineer's License or Firm's Certificate No. (if required):
	State of:
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: JAMES BURAS	Name:
Title: DIRECTOR OF PUBLIC WORKS	Title:
Address: 14054 Fred & Al Key Road | Kiln, MS 39556	Address:
E-Mail Address: JBURAS@HCPHC.MS	E-Mail Address:
Phone: (228) 467-9231 (ext. 24)	Phone:
Date: 5-28-21	Date:

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 4 OF 4: EXHIBITS TO TASK ORDER

EXHIBITS TO TASK ORDER

TABLE OF CONTENTS

EXHIBIT A—ENGINEER'S SERVICES UNDER TASK ORDER

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

EXHIBIT C—RESERVED

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

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

EXHIBIT F—RESERVED

EXHIBIT G—RESERVED

EXHIBIT H—RESERVED

EXHIBIT I—RESERVED

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

Exhibit A Table of Contents

Article 1— BASIC SERVICES 2
1.01 Management of Engineering Services 2
1.02 Study and Report Phase 2
1.03 Preliminary Design Phase 5
1.04 Final Design Phase 9
1.05 Bidding/Proposal Phase 13
1.06 Construction Phase 14
1.07 Post-Construction Phase 20
Article 2— ADDITIONAL SERVICES 20
2.01 Additional Services Not Requiring Owner's Written Authorization 20
2.02 Additional Services Requiring Owner's Written Authorization 22

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

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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 11—BASIC SERVICES

11.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

11.02 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:

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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.

11.03 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,

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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.

11.04 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

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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:

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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.

11.05 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.

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.

11.06 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)

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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.

11.07 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 12—ADDITIONAL SERVICES

12.01 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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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.

12.02 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;

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT N—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.

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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT O—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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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

ARTICLE 13—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:

13.01 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.

13.02 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

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

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

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).

13.03 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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT Q—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

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: _____

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT R—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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT S—EXHIBIT G—RESERVED

Guidance Notes—Exhibit G

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

EXHIBIT T—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.

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

EXHIBIT U—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

Attachment: RESOLUTION# 20210628-10 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH ALLEN & HOSHALL, INC.

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 28, 2021
To:	Port & Harbor Commission
From:	Bridgette Jones, Executive Secretary
Subject:	RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF 74 CALENDAR DAYS FOR PROJECT AP 1806– UAS CORPORATE HANGAR TO MIKE ROZIER CONSTRUCTION COMPANY

	Original Budget	Change Order #1	Total
Engineering	$144,153	$0	$144,153
Construction	$1,542,987.02	$36,868.67	$1,579,855.69
Management	$205,516	$0	$205,516
Misc	$1,215	$0	$1,215
Total	**$1,893,871.02**	**$36,868.67**	**$1,930,739.69**

Funding	
MDOT Multi-Modal Grant	$325,000
Internal Funds	$1,605,739.69
Total	**$1,930,739.69**

ATTACHED:
CO 001 - Time Extension
CO 001 - Time Extension_Backup

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210628-11

APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF 74 CALENDAR DAYS FOR PROJECT AP 1806– UAS CORPORATE HANGAR TO MIKE ROZIER CONSTRUCTION COMPANY

WHEREAS, by **Resolution 20200824-02** the Hancock County Port & Harbor Commission ("Commission") adopted its FYE 2021 Budget and 2019 WIP- 2022 Capital Improvement Plan;

WHEREAS, the FYE 2021 Budget and associated 2019 WIP – 2022 Capital Improvement Plan includes Project **AP1806/1901-Corporate /UAS Hangar and Apron** budgeted in the amount of **$1,893,871**;

WHEREAS, pursuant to the authority granted in **Resolution 20200727-04**, the Hancock County Port & Harbor Commission accepted the bid of Mike Rozier Construction Company in the amount of $1,542,987.02 for work on Project AP1806 UAS Corporate Hangar & Apron and entered into a contract to perform such work;

WHEREAS, the Notice to Proceed was given on October 12, 2020 and Substantial Completion is not later than 250 calendar days, June 19, 2021;

WHEREAS, the engineer of record, Michael Baker International, recommends a $36,868.69 cost increase and 74 day time extension change order;

WHEREAS, HCPHC staff recommends only a seventy-four (74) day time extension and zero dollar cost increase;

NOW THEREFORE BE IT RESOLVED that the Hancock County Port & Harbor Commission hereby accepts and authorizes the Chief Executive Officer or his delegee to execute an amended Change Order No. 1 for AP1806 for a seventy-four (74) day time extension with zero dollar cost increase.

ATTACHED:
CO 001 - Time Extension
CO 001 - Time Extension_Backup

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:	Bob Swanson, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Necaise
EXCUSED:	Michael Bennett

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
CO 001 - Time Extension
CO 001 - Time Extension_Backup

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

PROJECT CHANGE ORDER

PROJECT:	**CHANGE ORDER NUMBER**	**001**
New Corporate Hangar Building	**DATE:**	June 17, 2021
CONTRACTOR:	**ARCHITECT' PROJECT NUMBER:**	168885
Mike Rozier Construction Company	**CONTRACT DATE:**	August 3, 2020
10 Lamar Boulevard	**CONTRACT FOR:**	General Construction
Hattiesburg, MS 39402		

THE CONTRACT IS CHANGED AS FOLLOWS:

The original Contract Sum was	$1,542,987.02
The net change by previously authorized Change Orders	0
The Contract Sum prior to this Change Order	$1,542,987.02
The Contract Sum will be increased by this Change Order in the amount of	*** $36,868.67**
Contingency Allowance Balance	
Amount to be paid to Contractor	
The New Contract Sum including this Change Order will be	$1,579,855.69

** See attached justification*

THE CONTRACT TIME IS CHANGED AS FOLLOWS:

The Contract time will be INCREASED by Seventy-Four Calendar Days	74 Days
The Date of Substantial Completion as of the date of this Change Order Will be	September 1, 2021

CHANGE ORDER DESCRIPTION:

Time Extension for delay in color section of the building resulting in a schedule setback of the metal building production.

THIS CHANGE ORDER IS NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER.

Michael Baker International, Inc.	Mike Rozier Construction Co	Hancock County Port and Harbor Commission
ENGINEER	**CONTRACTOR**	**OWNER**
2113 Government St., D-3, Ocean Springs, MS 39564	10 Lamar Boulevard Hattiesburg, MS 39402	Stennis International Airport Hancock County
BY (Signature)	BY (Signature)	BY (Signature)
Jeffrey D. May, P.E.	Mike Rozier	William P. Cotter
6/17/2021	6/22/21	
DATE	**DATE**	**DATE**

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

Stennis Airport Corporate Hangar – schedule/delay issues

Chris,

This letter is to recap the events of the scheduling and delays of this project and why the project was not delivered until 3/17/21.

The building was ordered on 7/30/2020.
The approval drawings were sent out on 9/18/2020.
Returned approvals were received on 10/13/2020.
Preliminary schedule was sent out on 10/26/20 and the preliminary delivery was set for 12/29/20.

Colors must be selected for a job to move through the fabrication schedule. We must order coils of colors as needed to be able to produce a project and we will not allow jobs to stay in the production schedule if colors are not selected. This would disrupt our entire manufacturing process. Due to the delay in color selection we had to put this project on hold until colors were received.

Colors were not received until 11/12/2020. This is 7 ½ weeks after the approvals were sent out. The normal approval process with color selections is 2 weeks.

Projects are scheduled for fabrication as they are received and ready to be fabricated. This job was not ready to be fabricated until the colors were selected. During the 7 ½ weeks from approvals being sent out until colors were selected there was a tremendous influx of orders due to steel prices beginning to increase.

Once this job was ready to release to production for scheduling, it was scheduled for the earliest possible production slot. We produce thousands of metal buildings every year. We can't impact hundreds of other schedules due to the lack of information we are given on any particular project by any particular customer. All of the other customers that were scheduled between those dates had their projects ready with all of the necessary information to manufacture the jobs (If any customer did not have their projects in order – they also lost their spot in the schedule and were moved out).

The earliest possible production slot for this project once colors were received resulted in a 3/17/21 delivery date.

**The owners late color selection cost Inland Buildings on this project because we had to pay for steel at much higher prices than we anticipated. We graciously held the original pricing even though the owners delay caused us to lose most of our margins.

Thank you,

Will White - District sales manager – MS/LA

Mike Rozier Construction Co., Inc.
www.mikerozierconstruction.com

May 17, 2021

Stennis International Airport
Hancock County Port & Harbor Commission
14054 Fred & Al Key Road
Kiln, MS 39566

Re: New Corporate Hanger Stennis International Airport – Metal Building Color Selection Update

Mr. William P. Cotter,

This letter serves as an update to our schedule delay letters dated November 05, 2020, and January 28, 2021. We received the structural steel building materials shipments on both March 17, 2021, and March 18, 2021. We started the installation subsequently on March 22, 2021. As stated in our initial notification on November 05, 2020, a time and cost impact analysis has been completed.

According to our notice to proceed dated September 24, 2020 work was to start on October 12, 2020, and complete by June 19, 2021. We are requesting a 74-day compensable time extension for the schedule delay starting on January 04, 2021, to March 18, 2021. The revised date of completion will therefore by September 01, 2021. Additionally, we are requesting $36,868.67 in costs associated with this schedule delay.

Mike Rozier Construction is requesting a meeting by May 31, 2021, to discuss this issue and the MDOT-B3 Disputed Quantities letter dated December 08, 2020. To date, we have not received a formal response. We look forward to a speedy resolution to both matters. Should you have any questions, you may contact me at 601.441.4464 or via email at cjshaidnagle@mikerozierconstruction.com.

Sincerely,

Chris Shaidnagle

Project Manager/Estimator

Mike Rozier Construction Co., Inc.

Attachments:
Attachment A – Cost Impacts
Attachment B – Schedule Impacts
Attachment C – Notice to Proceed
Attachment D – Daily Report March 22, 2021

Greenwood
Physical Address: 10464 Highway 82 East, Greenwood, MS 38930
Mailing Address: Post Office Box 230, Carrollton, MS 38917
Phone: (662) 453-8161 • Fax: (662) 455-9795

Hattiesburg
Physical Address: 10 Lamar Boulevard, Hattiesburg, MS 39402
Phone: (601) 296-0802 • Fax: (601) 296-0882

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

Attachment A - Cost Impacts

New Corp. Hangar Rebid Kiln, MS

Job Cost		$27,597.88
Labor Burden	18.00%	$4,077.00
Overhead	8.00%	$2,533.99
Profit	4.00%	$1,368.35
	3.63%	$1,291.45
Total		$36,868.67

10 Week Delay (74 Day) - Metal Building Colors											22,650.00	0.00	3,410.00	1,537.88	0.00
		Qty		Labor	Material	Equipment	Other	B	Subcontract	Bond	Labor	Material	Equipment	Other	Subcontract
Power	Jan-21	1.0	mo				42.00			42.00	0	0	0	42	0
	Feb-21	1.0	mo				38.00			38.00	0	0	0	38	0
	Mar-21	0.5	mo				46.00			23.00	0	0	0	23	0
Portable Toilets	Jan-21	1.0	mo				128.40			128.40	0	0	0	128	0
	Feb-21	1.0	mo				128.40			128.40	0	0	0	128	0
	Mar-21	0.5	mo				128.40			64.20	0	0	0	64	0
Telephones & iPad		2.5	mo				89.25			223.13	0	0	0	223	0
Jobsite Camera		2.5	mo			314.00				785.00	0	0	785	0	0
Storage Trailer	21-Feb	1.0	mo				160.50			160.50	0	0	0	161	0
	21-Mar	0.5					160.50			80.25	0	0	0	80	0
Superintendent (100%)		10.0	wk	1,400.00						14,000.00	14,000	0	0	0	0
Truck		10.0	wk			175.00				1,750.00	0	0	1,750	0	0
Fuel		10.0	wk				40.00			400.00	0	0	0	400	0
Project Manager (50%)		10.0	wk	865.00						8,650.00	8,650	0	0	0	0
Truck		10.0	wk			87.50				875.00	0	0	875	0	0
Fuel		10.0	wk				25.00			250.00	0	0	0	250	0

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

Jan 2021

20-72-01-1450-0

Portable Services Inc
PO Box 837
Gulfport, MS 39502
(877) 718-2288
pculberson@scenicgroup.com

PORTABLE SERVICES
A Scenic Environmental Services Company

Invoice

Billing Address
Mike Rozier Construction (C1230)
PO Box 230
Carrollton, MS 38917

Invoice Number	I15314
Invoice Date	Jan 7, 2021
Please Pay	$128.40
Billing Period	Jan 7, 2021 - Feb 3, 2021

P.O.	Pay Online Id	Clerk	Terms	Due By
---	orWJynJ	PC	Due Upon Receipt	Jan 22, 2021

Site: Mike Rozier Construction, 7250 Stennis Airport Rd, Kiln, MS 39556

#	Service	Qty	Description	Rate	Amount	Tax	Amount w/ Tax
1	1 Time Weekly Service - GC	2	(Advance: 1/7/2021 - 2/3/2021) PT - GC - 1 Time Weekly Service - GC	$60.00	$120.00	$8.40	$128.40

Subtotal	$120.00
Tax	$8.40
Total	**$128.40**

Thank you!

To pay securely online, go to **app.servicecore.com/payment**. Enter your **Customer ID:** C1230 and your **Pay Online ID:** orWJynJ then click **Submit**. Enter your payment info and click **Pay**. That's it!

Portable Restrooms, Hand Washing Stations, Holding Tanks and Restroom Trailers, once rented, are the responsibility of the Person(s), Company(s) or the Organization(s) renting the unit(s). If damages beyond reasonable repair occur while the unit(s) are in the possession of said renter(s), replacement cost(s) will be 75% of the new unit(s) cost(s). The replacement charge(s) will be invoiced to the renter(s) arranging the rental service(s)!

Please return bottom portion with your payment.

From
Mike Rozier Construction
PO Box 230
Carrollton, MS 38917

To
Portable Services Inc
PO Box 837
Gulfport, MS 39502

Invoice Number	**I15314**
Invoice Date	Jan 7, 2021
Billing Period	Jan 7, 2021 - Feb 3, 2021
Subtotal	$120.00
MS-HANCOCK-KILN (7%)	$8.40
Payments	($0.00)
Amount Due	**$128.40**
Due By	**Jan 22, 2021**

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

Feb 2021

Portable Services Inc
PO Box 837
Gulfport, MS 39502
(877) 718-2288
pculberson@scenicgroup.com

20-72-01-1450-0

PORTABLE SERVICES
A Scenic Environmental Services Company

Invoice

Billing Address
Mike Rozier Construction (C1230)
PO Box 230
Carrollton, MS 38917

Invoice Number	I15748
Invoice Date	Feb 4, 2021
Please Pay	$128.40
Billing Period	Feb 4, 2021 - Mar 3, 2021

P.O.	Pay Online Id	Clerk	Terms	Due By
---	EDL0Hmv	PC	Due Upon Receipt	**Feb 19, 2021**

Site: Mike Rozier Construction, 7250 Stennis Airport Rd, Kiln, MS 39556

#	Service	Qty	Description	Rate	Amount	Tax	Amount w/ Tax
1	1 Time Weekly Service - GC	2	(Advance: 2/4/2021 - 3/3/2021) PT - GC - 1 Time Weekly Service - GC	$60.00	$120.00	$8.40	$128.40

Subtotal	$120.00
Tax	$8.40
Total	**$128.40**

Thank you!

To pay securely online, go to **app.servicecore.com/payment.** Enter your **Customer ID:** C1230 and your **Pay Online ID:** EDL0Hmv then click **Submit.** Enter your payment info and click **Pay.** That's it!

Portable Restrooms, Hand Washing Stations, Holding Tanks and Restroom Trailers, once rented, are the responsibility of the Person(s), Company(s) or the Organization(s) renting the unit(s). If damages beyond reasonable repair occur while the unit(s) are in the possession of said renter(s), replacement cost(s) will be 75% of the new unit(s) cost(s). The replacement charge(s) will be invoiced to the renter(s) arranging the rental service(s)!

Please return bottom portion with your payment.

From
Mike Rozier Construction
PO Box 230
Carrollton, MS 38917

To
Portable Services Inc
PO Box 837
Gulfport, MS 39502

Invoice Number	**I15748**
Invoice Date	Feb 4, 2021
Billing Period	Feb 4, 2021 - Mar 3, 2021
Subtotal	$120.00
MS-HANCOCK-KILN (7%)	$8.40
Payments	($0.00)
Amount Due	**$128.40**
Due By	**Feb 19, 2021**

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

Mar 2021

Chris S.

Portable Services Inc
PO Box 837
Gulfport, MS 39502
(877) 718-2288
pculberson@scenicgroup.com

PORTABLE SERVICES
A Scenic Environmental Services Company

Invoice

Billing Address
Mike Rozier Construction (C1230)
PO Box 230
Carrollton, MS 38917

Invoice Number	I16213
Invoice Date	Mar 4, 2021
Please Pay	$128.40
Billing Period	Mar 4, 2021 - Mar 31, 2021

P.O. Number	Rental Number	Pay Online ID	Clerk	Terms	Due By
---	R2208	qmSQcS6	PC	Due Upon Receipt	**Mar 19, 2021**

Site: Mike Rozier Construction, 7250 Stennis Airport Rd, Kiln, MS 39556

#	Service	Qty	Description	Rate	Amount	Tax	Amount w/ Tax
1	1 Time Weekly Service - GC	2	(Advance: 3/4/2021 - 3/31/2021) PT - GC - 1 Time Weekly Service - GC	$60.00	$120.00	$8.40	$128.40

Subtotal	$120.00
Tax	$8.40
Total	**$128.40**

Thank you!

To pay securely online, go to **app.servicecore.com/payment**. Enter your **Customer ID:** C1230 and your **Pay Online ID:** qmSQcS6 then click **Submit**. Enter your payment info and click **Pay**. That's it!

Portable Restrooms, Hand Washing Stations, Holding Tanks and Restroom Trailers, once rented, are the responsibility of the Person(s), Company(s) or the Organization(s) renting the unit(s). If damages beyond reasonable repair occur while the unit(s) are in the possession of said renter(s), replacement cost(s) will be 75% of the new unit(s) cost(s). The replacement charge(s) will be invoiced to the renter(s) arranging the rental service(s)!

Please return bottom portion with your payment.

From
Mike Rozier Construction
PO Box 230
Carrollton, MS 38917

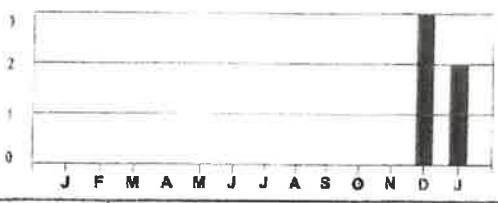
To
Portable Services Inc
PO Box 837
Gulfport, MS 39502

Invoice Number	**I16213**
Invoice Date	Mar 4, 2021
Billing Period	Mar 4, 2021 - Mar 31, 2021
Subtotal	$120.00
MS-HANCOCK-KILN (7%)	$8.40
Payments	($0.00)
Amount Due	$128.40
Due By	**Mar 19, 2021**

20-72-01-1450-C

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

Web Account Number: 3007346
Member Name: ROZIER MIKE CONSTRUCTION INC
Service Address: STENNIS AIRPORT 7250
Meter Serial Number: 7100041301
Route: 14
Days of Service: 31



Jan 2021

5.A.7.a

BILL DATE	DELINQUENT AFTER	Service From	Service To	BILLED DEMAND	Meter Reading Previous	Meter Reading Present	Meter Constant	KWH Used
01/29/21	02/15/21	12/28/20	01/28/21		3	5	1	2

Explanation of Charges

PREVIOUS AMOUNT DUE	31.00
THANK YOU FOR YOUR PAYMENT 01/11/21	-31.00
COMMERCIAL CHARGES	38.33
STATE SALES TAX	2.68
CURRENT ELECTRIC CHARGES	41.01
OPERATION ROUND UP	0.99
TOTAL AMOUNT DUE	42.00

***** NOTICE *****

To avoid disconnection of service this bill must be paid on or befo 02/15/21. (Partial payment of this balance will not prevent interrupt of service). If your service is disconnected you will be required to p disconnect/reconnect fees and an amount necessary to bring the t deposit on the account up to two and one half months average bill $300.00 (whichever is greater). The amount will be billed and payal prior to service being re-connected. Call 1-877-MY CEPA (877-769-2372) to pay by phone or pay online at www.coastepa.co

Chriss 20-72-01-1400-0

Environmental Compliance Cost included in the above charges total: $0.00

For a detailed bill, please refer to our web calculators at www.coastepa.com under Calculate My Bill.

A Touchstone Energy® Cooperative

Coast Electric Power Association

A Touchstone Energy® Cooperative

Address Service Requested

Please detach & return with payment

MS0728(

Member Number:	3007346-003
Account Balance	42.00
DELINQUENT AFTER:	02/15/21

To change your address, phone number or to learn more about Operation Round Up, please visit www.coastepa.com, any Coast Electric office, or call us at 877-769-2372.

Outside Payment Kiosk

**********AUTO**MIXED AADC 300

ROZIER MIKE CONSTRUCTION INC 19
DBA GENERAL CONTRACTOR 4337
STENNIS AIRPORT
PO BOX 230
CARROLLTON MS 38917-0230

COAST EPA
DEPARTMENT 1340
PO BOX 2153
BIRMINGHAM AL 35287-1340

01076 03007346003 8 0000000000 000004200 000004850 6

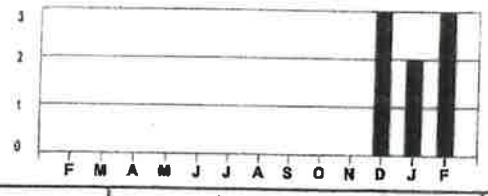
Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

Chris S.

Feb 2021

Member Number: 3007346-003
Web Account Number: 3007346
Member Name: ROZIER MIKE CONSTRUCTION INC
Service Address: STENNIS AIRPORT 7250
Meter Serial Number: 7100041301
Route: 14
Days of Service: 28

KWH Usage Per Month



BILL DATE	DELINQUENT AFTER	Service From	Service To	BILLED DEMAND	Meter Reading Previous	Meter Reading Present	Meter Constant	KWH Used
02/26/21	03/15/21	01/28/21	02/25/21		5	8	1	3

Explanation of Charges

PREVIOUS AMOUNT DUE	42.00
THANK YOU FOR YOUR PAYMENT 02/26/21	-42.00
COMMERCIAL CHARGES	34.74
STATE SALES TAX	2.43
CURRENT ELECTRIC CHARGES	37.17
OPERATION ROUND UP	0.83
TOTAL AMOUNT DUE	38.00

***** NOTICE *****

To avoid disconnection of service this bill must be paid on or before 03/15/21. (Partial payment of this balance will not prevent interruption of service). If your service is disconnected you will be required to pay disconnect/reconnect fees and an amount necessary to bring the total deposit on the account up to two and one half months average bill or $300.00 (whichever is greater). The amount will be billed and payable prior to service being re-connected. Call 1-877-MY CEPA (877-769-2372) to pay by phone or pay online at www.coastepa.com

20-72-01-1400-0

Environmental Compliance Cost included in the above charges total: $0.00

For a detailed bill, please refer to our web calculators at www.coastepa.com under Calculate My Bill.

A Touchstone Energy® Cooperative

Coast Electric Power Association

A Touchstone Energy® Cooperative

P.O. Box 2430 **Address Service Requested**
Bay St. Louis, MS 39521-2430

Please detach & return with payment

MS07280F

Member Number:	3007346-003
Account Balance	38.00
DELINQUENT AFTER:	03/15/21

To change your address, phone number or to learn more about Operation Round Up, please visit www.coastepa.com, any Coast Electric office, or call us at 877-769-2372.

Outside Payment Kiosk

**********AUTO**MIXED AADC 300

ROZIER MIKE CONSTRUCTION INC 30
DBA GENERAL CONTRACTOR 7595
STENNIS AIRPORT
PO BOX 230
CARROLLTON MS 38917-0230

COAST EPA
DEPARTMENT 1340
PO BOX 2153
BIRMINGHAM AL 35287-1340

01076 03007346003 8 0000000000 000003800 000003800 7

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

Mar 2021

5.A.7.a

Member Number: 3007346-003
Web Account Number: 3007346
Member Name: ROZIER MIKE CONSTRUCTION INC
Service Address: STENNIS AIRPORT 7250
Meter Serial Number: 7100041301
Route: 14
Days of Service: 33

KWH Usage Per Month



BILL DATE	DELINQUENT AFTER	Service From	Service To	BILLED DEMAND	Meter Reading Previous	Meter Reading Present	Meter Constant	KWH Used
03/31/21	04/15/21	02/25/21	03/30/21		8	29	1	21

Explanation of Charges

PREVIOUS AMOUNT DUE	38.00
THANK YOU FOR YOUR PAYMENT 03/22/21	-38.00
COMMERCIAL CHARGES	42.70
STATE SALES TAX	2.99
CURRENT ELECTRIC CHARGES	45.69
OPERATION ROUND UP	0.31
TOTAL AMOUNT DUE	46.00

***** NOTICE *****

To avoid disconnection of service this bill must be paid on or before 04/15/21. (Partial payment of this balance will not prevent interruption of service). If your service is disconnected you will be required to pay disconnect/reconnect fees and an amount necessary to bring the total deposit on the account up to two and one half months average bill or $300.00 (whichever is greater). The amount will be billed and payable prior to service being re-connected. Call 1-877-MY CEPA (877-769-2372) to pay by phone or pay online at www.coastepa.com

20-72-01-1400-0

Environmental Compliance Cost included in the above charges total: $0.06

For a detailed bill, please refer to our web calculators at www.coastepa.com under Calculate My Bill.

A Touchstone Energy® Cooperative

Coast Electric Power Association

A Touchstone Energy® Cooperative

PO Box 2400
Bay St. Louis, MS 39521-2400

Address Service Requested

Please detach & return with payment

MS07280F

Member Number:	3007346-003
Account Balance	46.00
DELINQUENT AFTER:	04/15/21

To change your address, phone number or to learn more about Operation Round Up, please visit www.coastepa.com, any Coast Electric office, or call us at 877-769-2372.

Outside Payment Kiosk

**********AUTO**MIXED AADC 300

ROZIER MIKE CONSTRUCTION INC 19
DBA GENERAL CONTRACTOR 4338
STENNIS AIRPORT
PO BOX 230
CARROLLTON MS 38917-0230

COAST EPA
DEPARTMENT 1340
PO BOX 2153
BIRMINGHAM AL 35287-1340

01076 03007346003 8 0000000000 000004600 000005250 2

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

SENSERA SYSTEMS

Invoice

17301 W Colfax Ave Suite 310
Golden, CO 80401
Phone: 800-657-0437 Fax: 888-764-5831
Email: finance@senserasystems.com

Date	Invoice #
6/11/2020	201780

Bill To	Ship To
Mike Rozier Construction, Inc. Susan Ricks P.O. Box 230 Carrollton, MS 38917	Mike Rozier Construction, Inc. Jeffrey George 10474 Hwy 82 East Greenwood, MS 38930

P.O. Number	Project Name/No.	Rep	Terms	Ship Date	Ship Via	F.O.B.
		REN	Payment in advance	6/11/2020	None	

Qty	Item Code	Description	Price Each	Amount
12	CS-XU-YC10-R	SiteCloud Service+10 GB Cellular per mo. (12+ Mo. Prepay Rate) S/N: M88811798091 Service 7/11/2020 - 7/10/2021	314.00	3,768.00

* Subject to Terms and Conditions (visit https://www.senserasystems.com/legal/)
* All prices in US Dollars. Upon receipt of payment, your order will ship within 3-5 days.
* SiteCloud is Sensera's comprehensive software & monitoring service that includes:
-Access to all SiteCloud features: automatic time-lapse (M series), motion triggering (S series), notifications/alerts, public URLs, sharing, on-demand export, project data archival, video streaming with unlimited users, and WiFi data transfer
-Training and Technical Support
-Software Updates (SiteCloud and Cameras)
-Cellular Data with Nationwide 4G/LTE Coverage (depends on plan/carrier)
* Need more? Sensera offers SiteCloud-AERIAL, our new drone photography & video service plus several accessories such as the tripod kit, travel case, portable pole, and surveillance trailer.

Subtotal	$3,768.00
Sales Tax (0.0%)	$0.00
Total	$3,768.00

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

20-72-01-1545-0

From: John Fayard Moving & Warehouse
P.O. Box 2189
Gulfport, MS 39505
(228)864-2262
(228)865-1992 rentals@johnfayardwarehouse.com

To: Mike Rozier Construction
email inv: nikki@mikerozierconstruction.com
10 Lamar Blvd
Hattiesburg, MS 39402

Invoice # 111203
Page # 1
2/1/2021

Due Date	Description	Purchase Order #	Amount	Tax	Credit Applied	Balance
02/01/2021	Rent for unit: DD2175		$150.00	$10.50	$0.00	$160.50
			Totals:	$150.00	$10.50	$0.00	$160.50

send to Chris Schn

We accept MasterCard & Visa payments. Payment due 15 days from postmark or email date.

Units / Physical Location for Invoice 111203:

DD2175 : 7250 stennis airport rd kiln MS 39

Cut / Detach here and return with payment.

Customer : Mike Rozier Construction
email inv: nikki@mikerozierconstruction.com 10
Lamar Blvd

Send Payments To:

John Fayard Moving & Warehouse
P.O. Box 2189
Gulfport, MS 39505

Invoice Number: 111203

Current Totals

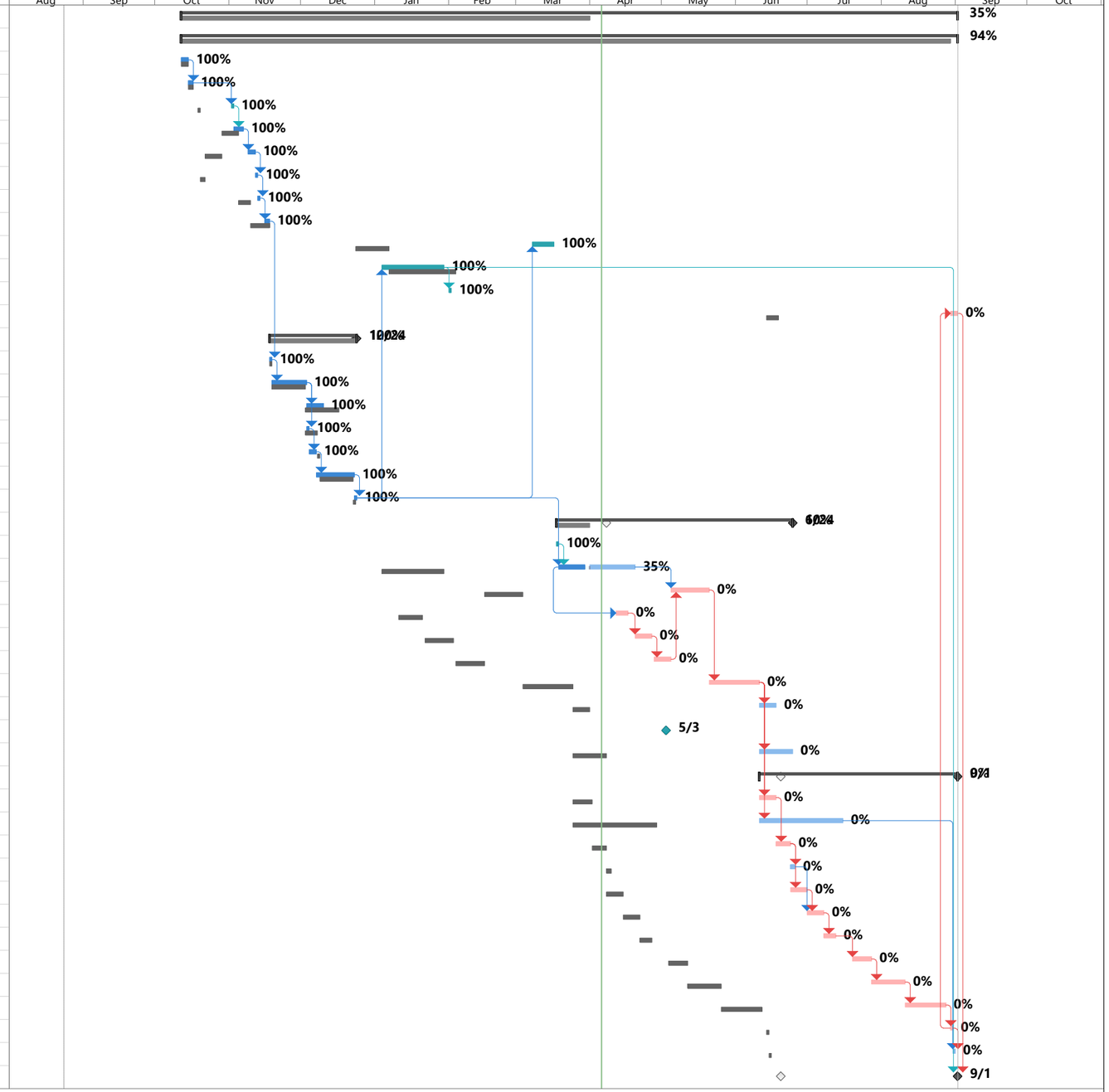
Outstanding Balance Due:	$0.00
Prepaid Rent/Lease Fees:	$0.00
New Charges Balance Due:	$150.00
Tax:	$10.50
TOTAL DUE:	**$160.50**

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

Attachment B - Schedule Impacts

Stennis New Corporate Hangar - Construction Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	% Complete	Predecessors
1		**Stennis New Corporate Hanger**	**233 days**	**Mon 10/12/20**	**Wed 9/1/21**	**35%**	
2		**Sitework**	**233 days**	**Mon 10/12/20**	**Wed 9/1/21**	**94%**	
3		Mobilization	3 days	Mon 10/12/20	Wed 10/14/20	100%	
4		Set Building Corners/Utilities	2 days	Thu 10/15/20	Fri 10/16/20	100%	3
5		Erosion Control & Site Demo	1 day	Mon 11/2/20	Mon 11/2/20	100%	4
6		Stormwater	4 days	Tue 11/3/20	Fri 11/6/20	100%	5
7		Site Utilities	3 days	Mon 11/9/20	Wed 11/11/20	100%	6
8		Clearing	1 day	Thu 11/12/20	Thu 11/12/20	100%	7
9		Site Grading	1 day	Fri 11/13/20	Fri 11/13/20	100%	8
10		Building Pad	2 days	Mon 11/16/20	Tue 11/17/20	100%	9
11		5" Exterior Paving	7 days	Mon 3/8/21	Tue 3/16/21	100%	22
12		Alternate 3 Paving	20 days	Mon 1/4/21	Fri 1/29/21	100%	22
13		Seeding Fuel Farm	1 day	Mon 2/1/21	Mon 2/1/21	100%	12
14		Sodding	3 days	Mon 8/30/21	Wed 9/1/21	0%	45SS
15		**Foundation**	**26.5 days**	**Wed 11/18/20**	**Thu 12/24/20**	**100%**	
16		Set Batter Boards	1 day	Wed 11/18/20	Wed 11/18/20	100%	10
17		Excavate Footing & Grade Beams	10 days	Thu 11/19/20	Thu 12/3/20	100%	16
18		Form Concrete Slab	5 days	Thu 12/3/20	Thu 12/10/20	100%	17
19		Slab Rough in Utilites	1 day	Thu 12/3/20	Fri 12/4/20	100%	17
20		Temite Treatment	1 day	Fri 12/4/20	Mon 12/7/20	100%	19
21		Slab Reinforcement	12 days	Mon 12/7/20	Wed 12/23/20	100%	20
22		Pour Slab	1 day	Wed 12/23/20	Thu 12/24/20	100%	21
23		**Structure**	**71 days**	**Thu 3/18/21**	**Thu 6/24/21**	**10%**	
24		PEMB Delivery (ESTIMATED)	1 day	Thu 3/18/21	Thu 3/18/21	100%	
25		PEMB Erection	20 days	Fri 3/19/21	Mon 4/19/21	35%	24,22
26		Exterior Wall Sheets	12 days	Wed 5/5/21	Thu 5/20/21	0%	29,25
27		ICF Walls 1st pour	5 days	Mon 4/12/21	Fri 4/16/21	0%	25SS+5 days
28		ICF Walls 2nd pour	5 days	Tue 4/20/21	Mon 4/26/21	0%	27FS+1 day
29		ICF Walls final pour	5 days	Wed 4/28/21	Tue 5/4/21	0%	28FS+1 day
30		Metal Roof & Insulation	15 days	Fri 5/21/21	Thu 6/10/21	0%	26
31		Interior Wall Sheets	5 days	Fri 6/11/21	Thu 6/17/21	0%	30
32		Sliding Hangar Door - Delivery	0 days	Mon 5/3/21	Mon 5/3/21	0%	
33		Sliding Hangar Door	2 wks	Fri 6/11/21	Thu 6/24/21	0%	30
34		**Interior**	**59 days**	**Fri 6/11/21**	**Wed 9/1/21**	**0%**	
35		Int. Stud Framing	5 days	Fri 6/11/21	Thu 6/17/21	0%	30
36		MEP Overhead	5 wks	Fri 6/11/21	Thu 7/15/21	0%	30
37		Hang Drywall	4 days	Fri 6/18/21	Wed 6/23/21	0%	35
38		Set Door Frames	2 days	Thu 6/24/21	Fri 6/25/21	0%	37
39		Finish Drywall	5 days	Thu 6/24/21	Wed 6/30/21	0%	37
40		Prime walls, doors & jambs	5 days	Thu 7/1/21	Wed 7/7/21	0%	39,38
41		Paint - Base Coat	3 days	Thu 7/8/21	Mon 7/12/21	0%	40
42		Paint - Final Coat	6 days	Tue 7/20/21	Tue 7/27/21	0%	41FS+5 days
43		MEP Trim Out	10 days	Wed 7/28/21	Tue 8/10/21	0%	42
44		Polish Concrete	13 days	Wed 8/11/21	Fri 8/27/21	0%	43
45		Final Cleaning	1 day	Mon 8/30/21	Mon 8/30/21	0%	44
46		Substantial Completion	1 day	Tue 8/31/21	Tue 8/31/21	0%	45,36
47		Construction Complete	0 days	Wed 9/1/21	Wed 9/1/21	0%	14,12



Critical · Critical Split · Critical Progress · Task · Split · Task Progress · Manual Task · Start-only · Finish-only · Duration-only · Baseline · Baseline Split · Baseline Milestone · Milestone · Summary Progress · Summary · Manual Summary · Project Summary · External Tasks · External Milestone · Inactive Task · Inactive Milestone · Inactive Summary · Deadline

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE

HANCOCK COUNTY PORT & HARBOR COMMISSION

Economic Development • Stennis International Airport • Port Bienville Industrial Park • Port Bienville Railroad

September 24, 2020

Mike Rozier Construction
Mr. Mike Rozier
10 Lamar Boulevard
Hattiesburg, MS 39402

RE: New Corporate Hangar Building
MM-005-1419
STENNIS INTERNATIONAL AIRPORT
HANCOCK COUNTY PORT & HARBOR COMMISSION

Gentlemen:

You are hereby notified to commence Work, in accordance with the Contract dated August 3, 2020, on before October 12, 2020. You are to complete the Work within the time frame stipulated in the Contract from the effective date of this Notice to Proceed. The date of Final Completion is therefore June 19, 2021. Assessment of liquidated damages in the amounts stipulated in the Contract will be imposed for each day the Work remains incomplete after June 19, 2021. Liquidated Damages as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

Please return an original of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned, and an original to the Hancock County Port and Harbor Commission: Attention: James Buras, and one (1) copy to Michael Baker, International, 2113 Government Street, Suite D-3, Ocean Springs, MS 39564 Attention Jeffrey May, P.E., PMP indicating your receipt of this document in the space provided below.

Sincerely,

William P. Cotter
Chief Executive Officer, Interim

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

New Corporate Hangar Building
MM-005-1419

is hereby acknowledged by Mike Rozier Construction

this, the 25th day of September, 2020.

By _____

Title President

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

Stennis New Corporate Hanger
7250 Stennis Airport Road, Kiln, Mississippi
20-72

Project Daily Report
Mar 22, 2021, ID #96

REPORT DETAILS

Description

Submitted by Richard Dilmore

Status Submitted

Last update Mar 22, 2021 4:06 PM

Last updated by Richard Dilmore

Weather

Rain: 0.0 inches

Powered by Dark Sky

7:00 AM	12:00 PM	4:00 PM
Sunny & Clear	Partly Cloudy	Partly Cloudy
Temperature: 51°F	Temperature: 70°F	Temperature: 69°F
Wind: 5mph, SW	Wind: 11mph, W	Wind: 13mph, NW
Humidity: 80%	Humidity: 63%	Humidity: 61%

Updated Mar 22, 2021 at 4:01 PM

1. WORK LOG

Crew	# Workers	# Total hours	Work performed

2. MATERIALS

Material	Quantity	Unit	Comment

3. EQUIPMENT

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

Equipment	Quantity	Hours used	Comment

NOTES

Building delivered last week
Steel began today

PHOTOS (6)



IMG_4532
Richard Dilmore
Mar 22, 2021 4:04 PM



20210322_160336_photo
Richard Dilmore
Mar 22, 2021 4:03 PM

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF



20210322_160301_photo
Richard Dilmore
Mar 22, 2021 4:03 PM



20210322_160232_photo
Richard Dilmore
Mar 22, 2021 4:02 PM



20210322_160157_photo
Richard Dilmore
Mar 22, 2021 4:02 PM



20210322_160139_photo
Richard Dilmore
Mar 22, 2021 4:01 PM

Attachment: RESOLUTION# 20210628-11 APPROVAL AND AUTHORIZATION TO EXECUTION CHANGE ORDER NO. 1 FOR TIME EXTENSION OF

LEETOWN FIRE DISTRICT

24440 Rester Rd.
Picayune, MS. 39466

601-799-3755

July 2, 2021

Hancock County Board of Supervisors

The Leetown Fire District requests that Eldridge Dearman, Jr., be added as a member of the Board of Commissioners for Leetown Fire District. Mr. Dearman has been accepted unanimously by the fire department body and district board members.

Thank you,

Mike Reeves, President

Attachment: Eldridge Dearman, Jr. appointment to Leetown Fire (9428 : Approve appointment of Eldridge Leon Dearman, Jr., to the Leetown

MOSSY OF PICAYUNE

Great Prices Everyday

Name: Jason Sheriff department
Phone: (228) 216-4930
Email: Jbyrd@co.Hancock.MS.US
Sales Manager:
Sales Person: Kaitlyn Bourgeois
DMS Number:

Address: 20045 Fenton Dedeaux Rd
Kiln, MS 39556

Cash

$ 30,090.50



N 2021 GMC Acadia FWD 4dr SLE

Stock: 225468
VIN: 1GKKNKLA0MZ225468
Odometer: 6
Color: Midnight Blue Metallic / Jet Black
Engine: 4 Cylinder Engine
Transmission: 9-Speed Automatic
MPG: 21 city / 27 hwy

CASH DETAILS

Retail Price	$ 35,590.00
Discount	($ 1,313.00)
Rebates and incentives	($ 4,600.00)
NET SELLING PRICE	**$ 29,677.00**
Documentation Fee	$ 398.50
Title Fee	$ 15.00
TOTAL FEES	**$ 413.50**
SALES SUB TOTAL	**$ 30,090.50**
FINAL PRICE	**$ 30,090.50**

YOU'RE SAVING $5,913.00
$1,313.00 off MSRP
$4,600.00 off with Rebates/Incentives

Attachment: 0099_001 (8383 : Approve vehicle purchase for Sheriff's Department.)

× Customer Signature

× Sales Signature

Prepared by Frank Bonano

Generated by DealerSocket

06/25/2021 14:26:05

SINCE 1980

ROGERS DABBS

CHEVROLET

28 June 2021

Jason Byrd
Hancock County Sheriff's Department
8450 US 90
Bay St Louis, MS 39520

Re: 2021 GMC Acadia

Jason,

You have asked for a quote on a 2021 Acadia, which we may be able to acquire. I have attached a copy of the factory invoice for this unit. Pricing follows:

MSRP		35,590.00
Sale Price		30,790.00
Title Fee		10.00
Total		30,800.00

This pricing is calculated using GM Fleet/Government incentives, which are good thru the 2021 model year. This proposal is submitted pursuant to the provisions of Miss. Code Ann. §31-7-13 (1972, amended).

This vehicle is presently at another dealership; therefore, this proposal is subject to that dealer's prior sale and/or willingness to trade with us. Assuming availability, we should be able to have this vehicle here by week's end.

Please let me know if you have any questions, or if you need more information.

Thank you for the opportunity to offer you this proposal.

Sincerely,

Rogers Dabbs Chevrolet, Inc.

Pat McCarthy
Fleet Manager - Government Sales

1501 W. GOVERNMENT ST. BRANDON, MS 39042 601-825-2277 | WWW.ROGERSDABBS.COM

Attachment: 0099_001 (8383 : Approve vehicle purchase for Sheriff's Department)

MOSSY OF PICAYUNE

Great Prices Everyday

Name: Hancock County Sheriff's Office MS **Address:** 8450 HWY 90
BAY SAINT LOUIS, MS 39520
Phone: (228) 216-4930
Email: jbyrd@co.hancock.ms.us
Sales Manager:
Sales Person: Wyatt Smith
DMS Number: 22522

Cash

$ 31,653.50



N 2021 GMC Acadia FWD 4dr SLE

Stock: 228382
VIN: 1GKKNKLA5MZ228382
Odometer: 5
Color: Satin Steel Metallic / Jet Black
Engine: 4 Cylinder Engine
Transmission: 9-Speed Automatic
MPG: 21 city / 27 hwy

CASH DETAILS

Retail Price	$ 35,590.00
Discount	($ 500.00)
Rebates and Incentives	($ 3,850.00)
NET SELLING PRICE	**$ 31,240.00**
Documentation Fee	$ 398.50
Title Fee	$ 15.00
TOTAL FEES	**$ 413.50**
SALES SUB TOTAL	**$ 31,653.50**
FINAL PRICE	**$ 31,653.50**

YOU'RE SAVING $4,350.00
$500.00 off MSRP
$3,850.00 off with Rebates/Incentives

× Customer Signature

× Sales Signature 07/02/21

Prepared by Keith Henry

Generated by DealerSocket

07/02/2021 11:28:21

Attachment: 20210706 - Quote for Sheriff's Department vehicle (8383 : Approve vehicle purchase for Sheriff's Department.)

GM Vehicle Locator

Detail Report for Customer

MOSSY OF PICAYUNE
241 FRONTAGE RD, PICAYUNE, MS, 39466
601-798-7575

Customer/Company:
Address:

Sales Consultant: James Henry

Vehicle #1: 2021 GMC Acadia	VIN/Order #	MSRP	Stock #
	1GKKNKLA5MZ228382	$35,590.00	228382
Additional Vehicle Information			
GM Marketing Information			

Body Style: TNB26-3SA SLE FWD
PEG: 3SA-SLE-1 Pkg
Primary Color: G9K-Satin Steel Metallic
Trim: H1T-Interior Trim, Cloth Jet Black
Engine: LCV-Engine, Gas, 2.5L DOHC 4-cylinder SIDI with VVT
Transmission: M3H-9-Speed Automatic Transmission 2.L engine

Options:
3SA-SLE-1 Pkg
5PB-Wheel 18 x 7.5 Aluminum with Dark Accents
ABB-Seating, 6-Passenger, 2,2,2
C69-Rear Air Conditioner
DCP-OnStar Turn by Turn Navigation System
DWK-Heated Outside Mirror, Manual Folding
FE2-Suspension System, Ride & Handling
FE9-Federal Emissions
G9K-Satin Steel Metallic
H1T-Interior Trim, Cloth Jet Black
IOR-GMC Infotainment System with midlevel connectivity
KG4-Alternator, 150 AMP
LCV-Engine, Gas, 2.5L DOHC 4-cylinder SIDI with VVT
M3H-9-Speed Automatic Transmission 2.L engine
QMX-Tire All P235/65R18
R6J-CUSTOMER DIALOGUE NETWORK
TB4-Liftgate, Manual
UD7-Ultrasonic Rear Park Assist
UE1-OnStar
UFG-Sensor, Rear Cross Traffic
UKC-Sensor Indicator, Side Obstacle Detection, Enhanced
UQF-Speaker System, 6-Speaker
UVB-HD Rear Vision Camera

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Attachment: 20210706 - Quote for Sheriff's Department vehicle (8383 : Approve vehicle purchase for Sheriff's Department.)

Walt Massey Chevrolet Buick GMC

MOTOR VEHICLE PURCHASE ORDER

(601) 947-3001

11241 Old 63 South
Lucedale, MS 39452
Fax

Credit Card No. | Type | Exp Date | Check digit

Deal # 471473 | SalesPerson Chuck Domingues | Date 07/02/2021

Purchaser Hancock County Sheriff Office (Jason Byrc | SSN Purchaser | Drivers License #

Address 8450 hwy 90 | City BAY SAINT LOU | County | State MS | Zip 39520

Home Phone | Work Phone (228) 216-4930 | Email Address JByrd@co.hancock.ms.us

Co-Purchaser | SSN Co-Purchaser | Drivers Lic. #

DESCRIPTION OF SALES UNIT

Stock #	Year	Make	Body Type
n	LG29484 2021	GMC	2WD Sport Utility

Model	Mileage	License No.	Color
Acadia	5		Summit White

Vehicle Identification No. | Validation | Registration #

1GKKNKLA7MZ229484

USED-VEHICLE TRADE-IN #1

Year | Make | Model

0

VIN No. | Body Style

Miles | Lic. No. | Validation | Registration #

0

Payoff Amt. | Until | Lien Holder

$0.00

L.H. Address

USED-VEHICLE TRADE-IN #2

Year | Make | Model

VIN No. | Body Style

Miles | Lic. No. | Validation | Registration #

Payoff Amt. | Until | Lien Holder

L.H. Address

MSRP	$36,845.00
Allowance Discount	$0.00
SALE PRICE	$36,845.00
Sub Total	$36,845.00
Dealer Add Ons	$0.00
Trade	$0.00
Documentary Fee	$425.00
Sub Total	$37,270.00
Dealer Inventory Tax (0%)	$0.00
Sales Tax (5%)	$1,863.50
License	$0.00
Rebates	$3,850.00
State Inspection	$0.00
Title Fee	$10.00
Sub Total	$35,293.50
Payoff	$0.00
Extended Service Agreement	$0.00
Down Payment	$0.00
Unpaid Balance	$35,293.50

I certify that my trade-in vehicle has not been reconstructed or rebuilt nor has it suffered major damage. Accordingly, the words reconditioned, flood, or salvage certificate will not appear on the title. I also certify that the emission control components and systems on the trade-in vehicle have not been tampered with, modified, or disconnected. The dealer shall retain a security interest and have the right to repossess the above vehicle in the event this statement is false.

Any warranties on the product shown hereby are those of the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied. INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and the Seller neither assumes nor authorizes any person to assume for it any liability in the connection with the sale of the products. **The disclaimer of warranties made herein is not applicable to any LIMITED WARRANTY or SERVICE CONTRACT which is sold by the Dealer in connection with the purchase of the vehicle; however, the duration of any IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS is limited to the term of the written or service contract sold by the Dealer.** The only warranty given in connection with used cars is limited to the written warranty or service contract, if any, given purchaser at the time of sale. Otherwise, used cars are sold "AS IS", and seller makes no warranty, express or implied, with regard to used cars. It is understood that this order and agreement is not binding on Dealer until accepted by Dealer in writing. No credit contractual relationship is created hereby. This order and agreement is executed in duplicate and purchaser acknowledges that he has received a true copy.

TOTAL CASH SALE PRICE IS PAYABLE IN _____ COUNTY, MISSISSIPPI.

Manager's Signature _____

Must be accepted by any authorized Representative of the Dealer.

Purchaser's Signature _____ Date _____

Co-Purchaser's Signature _____ Date _____

Attachment: 20210706 - Quote for Sheriff's Department vehicle (8383 : Approve vehicle purchase for Sheriff's Department.)

tyler technologies

One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

June 24, 2021

Mr. Jason Bans
IT Director – Hancock County Board of Supervisors
854 Hwy 90
Bay St. Louis, Mississippi 39520

RE: Sole Source Procurement

Dear Mr. Bans:

Please accept this letter as confirmation that Tyler Technologies, Inc. is the sole provider of the PACE (Planned Annual Continuing Education) services listed in the attached sales quotation. The PACE services are specific to Tyler's proprietary software, which can only be supported, and updated or modified by Tyler.

Please let me know if you have any additional questions.

Regards,

Robert Kennedy-Jensen
Director of Contracts

Attachment: 0101_001 (8388 : Munis training for Administration Department)

Quoted By:	Brad Reed
Date:	6/23/2021
Quote Expiration:	12/20/2021
Quote Name:	Hancock County - ERP - PACE
Quote Number:	2021-130251
Quote Description:	PACE 6 Day Remote

Sales Quotation For

Hancock County
242 Main St
Bay St Louis, MS 39520
Phone +1 (601) 467-5404

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
PACE 6 - Remote	$0.00	0	$0.00	$0.00	$0.00	$6,585.00
TOTAL:	**$0.00**	**0**	**$0.00**	**$0.00**	**$0.00**	**$6,585.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Investment Assessment - PACE	24	$0.00	$0.00	$0.00
TOTAL:				**$0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$0.00	$6,585.00
Total Tyler Services	$0.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$0.00**	**$6,585.00**
Contract Total	**$6,585.00**	

Packet Pg. 418
6.E.2.a
Attachment: 0101_001 (8388 : Munis training for Administration Department)

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Attachment: 0101_001 (8388 : Munis training for Administration Department)

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and

Packet Pg. 420

6.E.2.a

Attachment: 0101_001 (8388 : Munis training for Administration Department)

Comments

remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Pace 6 Remote: Includes 6 remote PACE days and 3 remote passes to Tyler Connect annually, along with one Investment assessment for every three years of PACE services purchased. The first annual term for PACE Remote commences on the 1st of the month following the date of the client's signature on the applicable sales quotation, amendment, or purchase order. Upon expiration of the first annual term, the term will renew automatically for an additional one (1) year term at the current rate plus the client's contracted annual maintenance increase percentage unless terminated in writing by either party at least thirty (30) days prior to the end of the term. Tyler Connect passes for the current year are available to clients with a cycle start date on or before 03/01. Clients with a cycle start date of 04/01 or later will be eligible for Tyler Connect passes the following year. PACE Days, Investment Assessments, and Tyler Connect passes expire at the conclusion of the term. No credit will be granted for unused days, assessments, or passes.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Client to receive 1 Investment Assessment each 3 year term, travel expenses are not included.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

Regular Meeting of the Hancock County Planning Commission held on June 17, 2021

Those Present: R. Ladner, Koenig and Kellar

Also Present: Anthony Cuevas, Director of Planning & Zoning

Minutes of the Previous Meeting: The minutes of the June 3, 2021 regular meeting were unanimously adopted on the motion of Commissioner R. Ladner with Commissioner Kellar abstaining due to being absent.

Joseph Failla represented by Susanne Ashman or Anthony Sheffield-Mini Subdivision

The Commission considered the application of Joseph Failla represented by Susanne Ashman or Anthony Sheffield requesting to subdivide a 25-acre parcel into 5 separate parcels of property. The property is located approximately .7 miles south of the Firetower Rd. and Fenton Dedeaux Rd. intersection off of Fenton Dedeaux Rd. The parcel number for the property is 061 -0-11-017.002. The property is currently zoned A-1 General Agricultural.

Mr. Anthony Sheffield was present at the meeting representing Joseph Failla and explained to the Commission that they would like to divide the 25-acre parcel of property into 5 separate parcels of property to sell.

After discussion on the matter it was unanimously adopted on the motion of Commissioner R. Ladner 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.

Joseph Failla represented by Susanne Ashman or Anthony Sheffield-Min Subdivision

The Commission considered the application of Joseph Failla represented by Susanne Ashman or Anthony Sheffield requesting to subdivide a 61-acre parcel into 5 separate parcels of property. The property is located approximately .7 miles south of the Firetower Rd. and Fenton Dedeaux Rd. intersection off of Fenton Dedeaux Rd. The parcel number for the property is 061 -0-11-002.000. The property is currently zoned A-1 General Agricultural.

Mr. Anthony Sheffield was present at the meeting representing Joseph Failla and explained to the Commission that they would like to divide the 61-acre parcel of property into 5 separate parcels of property to sell.

After discussion on the matter it was unanimously adopted on the motion of Commissioner R. Ladner 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

Attachment: 6-17-21 P&Z Minutes (8393 : June 17, 2021 P&Z Minutes)

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.

Terese Wyly- Site Plan Review- Contingent from June 3, 2021

The Commission considered the application of Terese Wyly at the June 3, 2021 Regular meeting and requested that Mrs. Wyly include on her Site Plan more detailed information in regard to the Agritourism Business proposed on the property located at 11095 Road 514 Kiln, MS 39556 with parcel number 062 -0-09-004.000.

Mrs. Wyly provided a revised Site Plan indicating the different activity locations as requested that are associated with the Agritourism business.

After the review and discussion of the revised Site Plan it was unanimously adopted on the motion of Commission R. Ladner to recommend approval of the Site Plan as presented and any new additions to the Agritourism Business would need to be submitted for future approvals.

Meeting Adjourned at 5:15 p.m.

Chairman

Attachment: 6-17-21 P&Z Minutes (8393 : June 17, 2021 P&Z Minutes)

Inventory Control Agenda
HANCOCK COUNTY BOARD OF SUPERVISORS MEETING
JUNE 7/06/2021

*The assets will be disposed in trash

DEPARTMENT: Sheriff's Office			
COUNTY DECAL	**ASSET NUMBER**	**DESCRIPTION**	**SERIAL NO.**
20180967	8894	iPhone 8	353220106970764
20130389	6674	Laptop	8Q3Q5X1
20130040	6238	Laptop	20YNXW1
20180159	8046	iPhone 8	354892092047689

*The asset will be disposed in trash

DEPARTMENT: CORONER			
COUNTY DECAL	**ASSET NUMBER**	**DESCRIPTION**	**SERIAL NO.**
20110547	4533	Multifunction Printer	U62063K0N675307
20170044	7426	Printer	U63340C3F421328

*The asset will be disposed in trash

DEPARTMENT: ANIMAL SHELTER			
COUNTY DECAL	**ASSET NUMBER**	**DESCRIPTION**	**SERIAL NO.**
20180892	8804	GE DRYER	

*The asset will be disposed in trash

DEPARTMENT: TAX COLLECTOR			
COUNTY DECAL	**ASSET NUMBER**	**DESCRIPTION**	**SERIAL NO.**
20180030	7923	THUNDERBOLT DOCK	MAC8EC4B0EB5DA
20180150	8032	Cell Phone	SMG950UZKAG

*The asset will be disposed in trash

DEPARTMENT: Circuit Clerk			
COUNTY DECAL	**ASSET NUMBER**	**DESCRIPTION**	**SERIAL NO.**
20100415	4429	Xerox Printer	MXX907341
20130293	6587	Desktop Computer	HJC8DY1
20130294	6588	Desktop Computer	9JC8DY1

Attachment: 07062021 Inventory Disposals (8378 : Inventory Removal and Disposal)

FILED
APR 21 2021
John McAdams Chancery Clerk
BY

IN THE EIGHTH CHANCERY COURT DISTRICT OF MISSISSIPPI
HARRISON, HANCOCK, AND STONE COUNTIES

ORDER SETTING SALARY FOR SUPPORT STAFF

In accordance with the Administrative Office of the Courts' support staff positions and salary ranges for the Chancery and Circuit Courts and pursuant to Miss. Code Ann. § 9-1-36, as amended, **BROOKE POLLARD** is classified as "Court Administrator" for the Eighth Chancery Court District of Mississippi, and the annual salary of **BROOKE POLLARD** is hereby set at **$59,500.00** plus benefits, and shall be funded from the support staff funds of the undersigned chancellors of the District. If sufficient funds are not available from the support staff funds of the undersigned chancellors, said salary may be supplemented by the counties of the District in the percentages set forth below:

HARRISON COUNTY	SEVENTY-ONE PERCENT (71%)
HANCOCK COUNTY	TWENTY-THREE PERCENT (23%)
STONE COUNTY	SIX PERCENT (6%)

SO ORDERED this the 20th day of April, 2021.

FILED
MAY 14 2021
TIMOTHY A. KELLAR
CHANCERY CLERK
BY

CHANCELLOR JENNIFER T. SCHLOEGEL

CHANCELLOR CARTER BISE

CHANCELLOR JIM PERSONS

CHANCELLOR MARGARET ALFONSO

A TRUE COPY
JOHN McADAMS
Chancery Court Clerk
Harrison County, Miss.
8th Judicial District
D.C.
MISSISSIPPI
BY

Attachment: 4863_001 (8389 : Chancery Court Order setting salaries)

FILED

APR 21 2021

John McAdams Chancery Clerk

By: D.C.

IN THE EIGHTH CHANCERY COURT DISTRICT OF MISSISSIPPI
HARRISON, HANCOCK, AND STONE COUNTIES

ORDER SETTING SALARY FOR SUPPORT STAFF

IT HEREBY ORDERED that in accordance with the Administrative Office of the Courts' support staff positions and salary ranges for the Chancery and Circuit Courts and pursuant to Miss. Code Ann. § 9-1-36, as amended, **MARGARET MCARTHUR** is classified as "**STAFF ATTORNEY VI**" for the Eighth Chancery Court District of Mississippi, and the annual salary of **MARGARET MCARTHUR** is hereby set at **$64,500.00**, plus benefits, effective **MAY 1, 2021,** and shall be funded from the support staff funds of the undersigned chancellors of the District. If sufficient funds are not available from the support staff funds of the undersigned chancellors, said salary may be supplemented by the counties of the District in the percentages set forth below:

HARRISON COUNTY	SEVENTY-ONE PERCENT (71%)
HANCOCK COUNTY	TWENTY-THREE PERCENT (23%)
STONE COUNTY	SIX PERCENT (6%)

FILED
MAY 14 2021
TIMOTHY A. KELLAR
CHANCERY CLERK
BY: D.C.

SO ORDERED this the 20th day of April, 2021.

JIM PERSONS
CHANCELLOR PLACE ONE

JENNIFER T. SCHLOEGEL
CHANCELLOR PLACE TWO

MARGARET ALFONSO
CHANCELLOR PLACE THREE

CARTER O. BISE
CHANCELLOR PLACE FOUR

A TRUE COPY
JOHN McADAMS
Chancery Court Clerk
Harrison County, Mississippi
1st Judicial District
By: D.C.

Attachment: 4863_001 (8389 : Chancery Court Order setting salaries)

FILED
APR 21 2021
John McAdams Chancery Clerk
By

IN THE EIGHTH CHANCERY COURT DISTRICT OF MISSISSIPPI
HARRISON, HANCOCK, AND STONE COUNTIES

ORDER SETTING SALARY FOR SUPPORT STAFF

IT HEREBY ORDERED that in accordance with the Administrative Office of the Courts' support staff positions and salary ranges for the Chancery and Circuit Courts and pursuant to Miss. Code Ann. § 9-1-36, as amended, **JAMIE COOK** is classified as "**STAFF ATTORNEY II**" for the Eighth Chancery Court District of Mississippi, and the annual salary of **JAMIE COOK** is hereby set at **$63,750.00**, plus benefits, effective **MAY 1, 2021,** and shall be funded from the support staff funds of the undersigned chancellors of the District. If sufficient funds are not available from the support staff funds of the undersigned chancellors, said salary may be supplemented by the counties of the District in the percentages set forth below:

HARRISON COUNTY	SEVENTY-ONE PERCENT (71%)
HANCOCK COUNTY	TWENTY-THREE PERCENT (23%)
STONE COUNTY	SIX PERCENT (6%)

FILED
MAY 14 2021
TIMOTHY A. KELLAR
CHANCERY CLERK
BY D.C.

SO ORDERED this the 20th day of April, 2021.

JIM PERSONS
CHANCELLOR PLACE ONE

JENNIFER T. SCHLOEGEL
CHANCELLOR PLACE TWO

MARGARET ALFONSO
CHANCELLOR PLACE THREE

CARTER O. BISE
CHANCELLOR PLACE FOUR

CHANCERY COURT
I HEREBY CERTIFY THIS IS A TRUE COPY
JOHN McADAMS
Chancery Court Clerk
Harrison County, Miss.
8th Judicial District
By D.C.

Attachment: 4863_001 (8389 : Chancery Court Order setting salaries)

RESOLUTION OF THE BOARD OF SUPERVISORS
OF HANCOCK COUNTY, MISSISSIPPI
AUTHORIZING OPERATING TRANSFERS FOR FYE SEPTEMBER 30, 2021

WHEREAS, the Board has determined that certain operating transfers were necessary for the proper and efficient operation of the county for FYE September 30, 2021.

BE IT, THEREFORE, RESOLVED that the Board of Supervisors hereby authorizes the following operating transfers in:

Multipurpose Arena Fund	154-000-387	Interfund Transfer	205,000.00
Fleet Maintenance Fund	170-000-387	Interfund Transfer	80,000.00

BE IT, THEREFORE, RESOLVED that the Board of Supervisors hereby authorizes the following operating transfer out:

Gaming Fund	012-900-951	Interfund Transfer	205,000.00
General Fund	001-900-951	Interfund Transfer	22,400.00
Road Fund	150-900-951	Interfund Transfer	52,800.00
Seawall Fund	156-900-951	Interfund Transfer	4,800.00

The motion to approve the foregoing resolution was made by Supervisor _____, seconded by Supervisor _____, and the following vote was recorded:

Supervisor	District 1	_____
Supervisor	District 2	_____
Supervisor	District 3	_____
Supervisor	District 4	_____
Supervisor	District 5	_____

RESOLVED, this the 6th day of July, 2021.

.

ATTEST:

BOARD OF SUPERVISORS

_____

Tim Kellar, Clerk of the Board

By: _____

President

Attachment: Interfund Transfers 07.06.21 (9437 : Interfund Transfer)

RESOLUTION OF THE BOARD OF SUPERVISORS OF HANCOCK COUNTY, MISSISSIPPI AUTHORIZING OPERATING TRANSFERS FOR FYE SEPTEMBER 30, 2021

WHEREAS, the Board has determined that certain operating transfers were necessary for the proper and efficient operation of the county for FYE September 30, 2021.

BE IT, THEREFORE, RESOLVED that the Board of Supervisors hereby authorizes the following operating transfers in:

Multipurpose Arena Fund	154-000-387	Interfund Transfer	205,000.00
Fleet Maintenance Fund	170-000-387	Interfund Transfer	80,000.00

BE IT, THEREFORE, RESOLVED that the Board of Supervisors hereby authorizes the following operating transfer out:

Gaming Fund	012-900-951	Interfund Transfer	205,000.00
General Fund	001-900-951	Interfund Transfer	22,400.00
Road Fund	150-900-951	Interfund Transfer	52,800.00
Seawall Fund	156-900-951	Interfund Transfer	4,800.00

The motion to approve the foregoing resolution was made by Supervisor Gardner, seconded by Supervisor Koenenn, and the following vote was recorded:

Supervisor	District 1	yes
Supervisor	District 2	yes
Supervisor	District 3	yes
Supervisor	District 4	yes
Supervisor	District 5	yes

RESOLVED, this the 6th day of July, 2021.

ATTEST:

Timothy A. Kellar

Tim Kellar, Clerk of the Board

CHANCERY CLERK HANCOCK COUNTY, MS

BOARD OF SUPERVISORS

By: Scotty Ladner

President

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: 20210706 - Interfund Transfers 07.06.21 - signed (9437 : Interfund Transfer)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8565	ACCURATE CONTROL EQUI	0001	21002634	INV	07/06/2021	168679			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 096153 5501		MAPPING	POSTAGE AN			204.95		
							204.95		
						CHECK TOTAL	**204.95**		
8437	ACE DATA STORAGE	0000	21002861	INV	07/06/2021	78484			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 096153 5599		MAPPING	OTHER CONT			125.00		
							125.00		
						CHECK TOTAL	**125.00**		
9536	AIMIE CECCATO	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5539		BLDS/GRNDS	JANITORIAL			50.00		
							50.00		
						CHECK TOTAL	**50.00**		
5958	AIRGAS USA, LLC	0000		INV	07/06/2021	9979997136			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5699		SHERIFF	OTH CNS			68.06		
							68.06		
						CHECK TOTAL	**68.06**		
9872	ALBERT H LEE	0000		INV	07/06/2021	LINDA LEWIS			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001167 5477		CORONER	TRAV VEH			39.20		
							39.20		
9872	ALBERT H LEE	0000		INV	07/06/2021	LEONARD C SMITH			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001167 5477		CORONER	TRAV VEH			47.60		
							47.60		
9872	ALBERT H LEE	0000		INV	07/06/2021	LEONARD C. SMITH			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001167 5477		CORONER	TRAV VEH			47.60		
							47.60		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9872	ALBERT H LEE	0000		INV	07/06/2021	DENNIS A ROLLISON			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		50.40			
							50.40		
9872	ALBERT H LEE	0000		INV	07/06/2021	ULRICH KLEINEKORDT			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		46.48			
							46.48		
9872	ALBERT H LEE	0000		INV	07/06/2021	MYRTLE J HAAS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		47.60			
							47.60		
9872	ALBERT H LEE	0000		INV	07/06/2021	CARLO C CHRISTINA			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		42.00			
							42.00		
9872	ALBERT H LEE	0000		INV	07/06/2021	NICHOLAS B NORRIS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		44.80			
							44.80		
						CHECK TOTAL	**365.68**		
6304	ALTERNATIVE SENTENCIN	0000		INV	07/06/2021	MAY, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001163 5599		YOUTH CT	OTHER CONT		677.25			
	2 001163 5594		YOUTH CT	DRUG TESTI		105.00			
	3 001163 5594		YOUTH CT	DRUG TESTI		170.00			
							952.25		
						CHECK TOTAL	**952.25**		
9545	AMERICAN ANIMAL CRUEL	0000	21002646	INV	07/06/2021	1350			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5480		SHERIFF	TRAINING		650.00			
							650.00		
						CHECK TOTAL	**650.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7819	ANCHOR SIGNS, LLC	0000	21002593	INV	07/06/2021	2261			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5639		SEAWALL SIGNS			320.00			
							320.00		
						CHECK TOTAL	**320.00**		
2892	ANN WILLIAMSON	0000		INV	07/06/2021	MAY/JUNE 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5556		SHERIFF PROF FEES			200.00			
							200.00		
						CHECK TOTAL	**200.00**		
9790	AT&T Pro - Cabs	0002		INV	07/06/2021	MAY,2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5504		BLDS/GRNDS INTERNET			822.60			
							822.60		
						CHECK TOTAL	**822.60**		
9855	Axi Educations Soluti	0000	21001984	INV	07/06/2021	55750			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 024125 5919		INFO TECH F&E<5000			8,286.80			
							8,286.80		
						CHECK TOTAL	**8,286.80**		
9855	Axi Educations Soluti	0000	21001983	INV	07/06/2021	55752*			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 024125 5919		INFO TECH F&E<5000			2,000.00			
							2,000.00		
						CHECK TOTAL	**2,000.00**		
9488	B & H LAWN SERVICE, L	0000		INV	07/06/2021	HC54			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5544		RECREATION MNT AG			15,458.75			
							15,458.75		
						CHECK TOTAL	**15,458.75**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8017	B & J PITT STOP, LLC	0000		INV	07/06/2021	11-0157868			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5542		MAPPING	REP-VEH		101.61			
							101.61		
						CHECK TOTAL	**101.61**		
9482	BALCH & BINGHAM LLP	0000		INV	07/06/2021	808282			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001100 5550		SUPERVIS	LEGAL FEES		1,340.00			
							1,340.00		
						CHECK TOTAL	**1,340.00**		
7836	BARNEY'S,INC.	0001	21002177	INV	07/06/2021	825374			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5613		SHERIFF	ENF SUPPL		624.95			
							624.95		
7836	BARNEY'S,INC.	0001	21002599	INV	07/06/2021	00449233-0			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5613		SHERIFF	ENF SUPPL		134.99			
							134.99		
7836	BARNEY'S,INC.	0001	21002178	INV	07/06/2021	449079-0			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5613		SHERIFF	ENF SUPPL		319.90			
							319.90		
7836	BARNEY'S,INC.	0001	21002179	INV	07/06/2021	449080-0			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5613		SHERIFF	ENF SUPPL		299.90			
							299.90		
						CHECK TOTAL	**1,379.74**		
9506	SHORE POWER, INC	0001	21002846	INV	07/06/2021	1802625			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5603		SHERIFF	OFFICE SUP		41.00			
							41.00		
						CHECK TOTAL	**41.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9326	BAY AREA YOUTH SOCCER	0000		INV	07/06/2021	2020			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001524 5701		SOCCERPLEX	APPROP		4,000.00			
							4,000.00		
						CHECK TOTAL	**4,000.00**		
4883	BAY ST LOUIS/WAVELAND	0000		INV	07/06/2021	FUNDS FOR PLAYGROUND			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 012100 5701		GAM-SUP	APPROP		30,000.00			
							30,000.00		
						CHECK TOTAL	**30,000.00**		
4883	BAY ST LOUIS/WAVELAND	0000		INV	07/06/2021	MAY, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001150 5721		ED SUPT	PRIVILEGE		549.12			
							549.12		
						CHECK TOTAL	**549.12**		
114	BAYSIDE FIRE DISTRICT	0000		INV	07/06/2021	MAY 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 193253 5720		BAY VFD	PASS THRU		540.98			
							540.98		
						CHECK TOTAL	**540.98**		
114	BAYSIDE FIRE DISTRICT	0000		INV	07/06/2021	May,2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 193253 5793		BAY VFD	GAMING REV		2,181.63			
							2,181.63		
						CHECK TOTAL	**2,181.63**		
8668	BILOXI PAPER COMPANY	0000	21002562	INV	07/06/2021	397252			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5645		IMP EXP	JANITORIAL		191.10			
							191.10		
						CHECK TOTAL	**191.10**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9838	Black Diamond Constru	0000		INV	07/06/2021	#15			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5544		SEAWALL	MNT AG			24,695.00		
							24,695.00		
						CHECK TOTAL	**24,695.00**		
8378	BOB BARKER COMPANY IN	0001	21002474	INV	07/06/2021	1624550,1622689			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 614220 5692		INMATE	CLOTHES &			847.12		
							847.12		
						CHECK TOTAL	**847.12**		
9779	BONAVENTURE CO., INC	0000		INV	07/06/2021	SO-0023687*			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 117255 5710		Q-WEST VFDVFD EXP				15.00		
							15.00		
						CHECK TOTAL	**15.00**		
8963	BROWN, MITCHELL & ALE	0000		INV	07/06/2021	24037			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 037312 5555		WTRSHD	ENGINEERIN			6,843.00		
							6,843.00		
8963	BROWN, MITCHELL & ALE	0000		INV	07/06/2021	24036			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 037312 5555		WTRSHD	ENGINEERIN			9,931.25		
							9,931.25		
						CHECK TOTAL	**16,774.25**		
9271	BURROUGHS BUS AND TIR	0000	21002832	INV	07/06/2021	86439			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5680		RD MNT	TIRES AND			1,145.00		
							1,145.00		
						CHECK TOTAL	**1,145.00**		
8728	Butler Animal Health	0000	21002545	INV	07/06/2021	us59888			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001411 5696		ANIM SHLT	DRUGS & ME			728.52		
							728.52		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**728.52**		
6394	BUTLER,SNOW,O'MARA,ST	0000		INV	07/06/2021	10301289			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5550		EMER 911	LEGAL FEES		480.00			
							480.00		
						CHECK TOTAL	**480.00**		
9600	BXS INSURANCE	0000		INV	07/06/2021	363009			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5570		BLDS/GRNDS	INSURANCE		45,942.75			
							45,942.75		
9600	BXS INSURANCE	0000		INV	07/06/2021	363015			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5570		BLDS/GRNDS	INSURANCE		1,207.50			
							1,207.50		
						CHECK TOTAL	**47,150.25**		
9600	BXS INSURANCE	0000		INV	07/06/2021	367275			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 502158 5599		WC CLR	OTHER CONT		85,922.75			
							85,922.75		
						CHECK TOTAL	**85,922.75**		
2425	C SPIRE WIRELESS	0000		INV	07/06/2021	5-19 TO 6-18-2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001100 5502		SUPERVIS	TELEPHONE		103.12			
	2 001151 5502		BLDS/GRNDS	TELEPHONE		51.56			
	3 001163 5502		YOUTH CT	TELEPHONE		51.56			
	4 001167 5502		CORONER	TELEPHONE		24.77			
	5 001260 5502		EMA	TELEPHONE		94.58			
	6 001262 5502		CONSTABLES	TELEPHONE		103.12			
	7 001675 5502		BLDG DEPT	TELEPHONE		103.12			
	8 150300 5502		RD MNT	TELEPHONE		47.29			
	9 001530 5502		MCLEOD PK	TELEPHONE		70.35			
							649.47		
						CHECK TOTAL	**649.47**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
3661	CAN'T BE BEAT FENCE C	0000	21002053	INV	07/06/2021	13143			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5599		ANIM SHLT	OTHER CONT		3,375.00			
							3,375.00		
						CHECK TOTAL	**3,375.00**		
9220	CANDACE C. LECHLER	0000		INV	07/06/2021	4-27 TO 6-1-2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001160 5477		CHANC CT	TRAV VEH		300.16			
							300.16		
						CHECK TOTAL	**300.16**		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921970			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001260 5533		EMA	RENT-OFF		226.00			
	2 001260 5544		EMA	MNT AG		183.47			
							409.47		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921939			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001260 5533		EMA	RENT-OFF		177.89			
	2 001260 5544		EMA	MNT AG		12.18			
							190.07		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921940			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001105 5533		TAX/COL	RENT-OFF		216.00			
	2 001105 5544		TAX/COL	MNT AG		91.17			
							307.17		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921949			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001105 5533		TAX/COL	RENT-OFF		99.46			
							99.46		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921941			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5533		MAPPING	RENT-OFF		377.00			
							377.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26899350			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001105 5533		TAX/COL	RENT-OFF			174.54		
	2 001105 5544		TAX/COL	MNT AG			44.71		
							219.25		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26899356			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001105 5533		TAX/COL	RENT-OFF			263.00		
	2 001105 5544		TAX/COL	MNT AG			11.11		
							274.11		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921936			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5533		IMP EXP	RENT-OFF			802.00		
	2 001220 5544		IMP EXP	MNT AG			291.29		
							1,093.29		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921952			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5533		IMP EXP	RENT-OFF			217.97		
	2 001220 5544		IMP EXP	MNT AG			495.40		
							713.37		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921955			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5533		IMP EXP	RENT-OFF			65.06		
	2 001220 5544		IMP EXP	MNT AG			13.09		
							78.15		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921943			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5533		IMP EXP	RENT-OFF			72.00		
	2 001220 5544		IMP EXP	MNT AG			12.71		
							84.71		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26899352			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001161 5533		CIRC CT	RENT-OFF			274.84		
							274.84		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921958			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001180 5533		ELECTIONS	RENT-OFF			300.00		
	2 001180 5544		ELECTIONS	MNT AG			48.32		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							348.32		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921961			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001675 5533		BLDG DEPT	RENT-OFF			196.52		
	2 001675 5544		BLDG DEPT	MNT AG			106.02		
							302.54		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921969			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001100 5533		SUPERVIS	RENT-OFF			234.00		
	2 001100 5544		SUPERVIS	MNT AG			32.81		
							266.81		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921933			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001166 5533		JUST CT	RENT-OFF			119.59		
	2 001166 5544		JUST CT	MNT AG			177.17		
							296.76		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921937			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001121 5533		FINANCE	RENT-OFF			485.37		
	2 001121 5544		FINANCE	MNT AG			122.96		
							608.33		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921946			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001163 5533		YOUTH CT	RENT-OFF			227.70		
	2 001163 5544		YOUTH CT	MNT AG			67.03		
							294.73		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921953			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001122 5533		PURCHASING	RENT-OFF			128.72		
	2 001122 5544		PURCHASING	MNT AG			1.29		
							130.01		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921947			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001168 5533		DA OFFICE	RENT-OFF			276.10		
							276.10		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921950			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001631 5533		CNTY AGENT	RENT-OFF			211.68		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							211.68		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921948			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001411 5533		ANIM SHLT	RENT-OFF			97.59		
	2 001411 5544		ANIM SHLT	MNT AG			18.41		
							116.00		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921931			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5533		RD MNT	RENT-OFF			97.59		
							97.59		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921942			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001101 5533		CHANC CLK	RENT-OFF			177.89		
	2 001101 5544		CHANC CLK	MNT AG			54.84		
							232.73		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921944			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001101 5533		CHANC CLK	RENT-OFF			154.77		
	2 001101 5544		CHANC CLK	MNT AG			82.11		
							236.88		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26914952			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001101 5533		CHANC CLK	RENT-OFF			160.96		
	2 001101 5544		CHANC CLK	MNT AG			32.71		
							193.67		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26899354			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001101 5533		CHANC CLK	RENT-OFF			278.00		
	2 001101 5544		CHANC CLK	MNT AG			16.42		
							294.42		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921929			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001101 5533		CHANC CLK	RENT-OFF			278.83		
	2 001101 5544		CHANC CLK	MNT AG			16.72		
							295.55		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921935			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5533		MCLEOD PK	RENT-OFF		66.00			
	2 001530 5544		MCLEOD PK	MNT AG		5.20			
							71.20		
8172	CANON FINANCIAL SERVI	0000		INV	07/06/2021	26921954			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5533		EMER 911	RENT-OFF		128.72			
	2 097110 5544		EMER 911	MNT AG		202.27			
							330.99		
						CHECK TOTAL	**8,725.20**		
243	CAR PARTS CENTER	0000	21002607	INV	07/06/2021	-693952			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		12.72			
							12.72		
243	CAR PARTS CENTER	0000	21002576	INV	07/06/2021	-693954			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		740.00			
							740.00		
243	CAR PARTS CENTER	0000	21002608	INV	07/06/2021	-693908			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 170302 5684		VEH MNT	BATTERIES		194.99			
							194.99		
243	CAR PARTS CENTER	0000	21002602	INV	07/06/2021	-693896			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5681		SHERIFF	REPAIR & R		568.69			
							568.69		
243	CAR PARTS CENTER	0000	21002665	INV	07/06/2021	-694060			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5681		SHERIFF	REPAIR & R		719.31			
							719.31		
243	CAR PARTS CENTER	0000	21002651	INV	07/06/2021	-694011			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5681		SHERIFF	REPAIR & R		535.01			
							535.01		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
243	CAR PARTS CENTER	0000	21002680	INV	07/06/2021	-694200			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		2,444.44			
							2,444.44		
243	CAR PARTS CENTER	0000	21002694	INV	07/06/2021	-694164			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		267.69			
							267.69		
243	CAR PARTS CENTER	0000	21002747	INV	07/06/2021	-694238			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5681		SHERIFF	REPAIR & R		890.17			
							890.17		
243	CAR PARTS CENTER	0000	21002647	INV	07/06/2021	-694218			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		2,666.67			
							2,666.67		
243	CAR PARTS CENTER	0000	21002648	INV	07/06/2021	-694219			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		411.49			
							411.49		
243	CAR PARTS CENTER	0000	21002751	INV	07/06/2021	-694247			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		56.72			
							56.72		
243	CAR PARTS CENTER	0000	21002748	INV	07/06/2021	-694246			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		3.08			
							3.08		
243	CAR PARTS CENTER	0000	21002605	INV	07/06/2021	-693953			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5681		ARENA	REPAIR & R		9.13			
							9.13		
243	CAR PARTS CENTER	0000	21002535	INV	07/06/2021	-693820			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5681		ARENA	REPAIR & R		104.80			
							104.80		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
243	CAR PARTS CENTER	0000	21002493	INV	07/06/2021	-693821			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5681		RD MNT	REPAIR & R			475.00		
							475.00		
243	CAR PARTS CENTER	0000	21002566	INV	07/06/2021	-693816			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5681		SHERIFF	REPAIR & R			546.95		
							546.95		
243	CAR PARTS CENTER	0000	21002777	INV	07/06/2021	-694347			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5681		BLDS/GRNDS	REPAIR & R			6.74		
	2 170302 5681		VEH MNT	REPAIR & R			6.74		
							13.48		
243	CAR PARTS CENTER	0000	21002792	INV	07/06/2021	-694366			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5681		RD MNT	REPAIR & R			8.89		
							8.89		
243	CAR PARTS CENTER	0000	21002782	INV	07/06/2021	-694315			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5681		SHERIFF	REPAIR & R			714.81		
							714.81		
243	CAR PARTS CENTER	0000	21002880	INV	07/06/2021	-694509			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5681		RD MNT	REPAIR & R			35.90		
							35.90		
243	CAR PARTS CENTER	0000	21002862	INV	07/06/2021	-694499			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 170302 5681		VEH MNT	REPAIR & R			100.00		
							100.00		
243	CAR PARTS CENTER	0000	21002787	INV	07/06/2021	-694447			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5681		RD MNT	REPAIR & R			63.90		
							63.90		
243	CAR PARTS CENTER	0000	21002884	INV	07/06/2021	-694577			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5681		RD MNT	REPAIR & R			39.90		
							39.90		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
243	CAR PARTS CENTER	0000	21002895	INV	07/06/2021	-694543			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5681		SEAWALL	REPAIR & R			85.21		
							85.21		
243	CAR PARTS CENTER	0000	21002883	INV	07/06/2021	-694589			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5681		RD MNT	REPAIR & R			165.00		
							165.00		
243	CAR PARTS CENTER	0000	21002842	INV	07/06/2021	-694435			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5681		SHERIFF	REPAIR & R			762.18		
							762.18		
243	CAR PARTS CENTER	0000	21002871	INV	07/06/2021	-694480			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5681		SHERIFF	REPAIR & R			671.71		
							671.71		
243	CAR PARTS CENTER	0000	21002953	INV	07/06/2021	-694653			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5681		SHERIFF	REPAIR & R			764.79		
							764.79		
243	CAR PARTS CENTER	0000	21002927	INV	07/06/2021	-694600			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5681		RD MNT	REPAIR & R			69.26		
							69.26		
243	CAR PARTS CENTER	0000	21002935	INV	07/06/2021	-694623			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5644		BLDS/GRNDS	SMALL TOOL			8.59		
							8.59		
243	CAR PARTS CENTER	0000	21002944	INV	07/06/2021	-694687			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001260 5681		EMA	REPAIR & R			145.49		
							145.49		
						CHECK TOTAL	**14,295.97**		
9707	CAROLINE E HAAS	0000		INV	07/06/2021	ASHLEY M BENNETT			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001451 5550		INDIGENT	LEGAL FEES			337.50		
							337.50		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**337.50**		
5918	CDW GOVERNMENT LLC, C	0000	21002254	INV	07/06/2021	D 825340,F 550561			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 108105 5919		INT/TAX	F&E<5000		2,124.64			
							2,124.64		
						CHECK TOTAL	**2,124.64**		
259	CENTER FOR GOV'T & CO	0000		INV	07/06/2021	MCR CLASS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 108105 5480		INT/TAX	TRAINING		90.00			
							90.00		
						CHECK TOTAL	**90.00**		
262	CHAMBER OF COMMERCE	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001679 5776		CHAMBER	APPROP CH		1,333.33			
							1,333.33		
						CHECK TOTAL	**1,333.33**		
7100	CHARLES MIKE SMITH	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5556		SHERIFF	PROF FEES		100.00			
							100.00		
						CHECK TOTAL	**100.00**		
8816	CHERE L HAYWARD	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5556		SHERIFF	PROF FEES		100.00			
							100.00		
						CHECK TOTAL	**100.00**		
9877	Christopher Keim Davi	0000		INV	07/06/2021	Brian Stuter			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5443		CORONER	CORONERS I		175.00			
							175.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9877	Christopher Keim Davi	0000		INV	07/06/2021	Scott Anthony Necais			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5443		CORONER	CORONERS I		175.00			
							175.00		
9877	Christopher Keim Davi	0000		INV	07/06/2021	Stuart Raymond Morri			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5443		CORONER	CORONERS I		175.00			
							175.00		
9877	Christopher Keim Davi	0000		INV	07/06/2021	David Parker			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5443		CORONER	CORONERS I		175.00			
							175.00		
9877	Christopher Keim Davi	0000		INV	07/06/2021	Michael Willard			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5443		CORONER	CORONERS I		175.00			
							175.00		
9877	Christopher Keim Davi	0000		INV	07/06/2021	Deborah Graham			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5443		CORONER	CORONERS I		175.00			
							175.00		
						CHECK TOTAL	**1,050.00**		
9878	Christopher Keim Davi	0000		INV	07/06/2021	BRIAN C STUTER			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		20.16			
							20.16		
9878	Christopher Keim Davi	0000		INV	07/06/2021	SCOTT A NECAISE			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		26.88			
							26.88		
9878	Christopher Keim Davi	0000		INV	07/06/2021	STUART R MORRISH			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		30.24			
							30.24		
9878	Christopher Keim Davi	0000		INV	07/06/2021	DAVID PARKER			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		25.76			
							25.76		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9878	Christopher Keim Davi	0000		INV	07/06/2021	MICHAEL WILLARD			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		6.72			
							6.72		
9878	Christopher Keim Davi	0000		INV	07/06/2021	DEBORAH S GRAHAM			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		17.92			
							17.92		
						CHECK TOTAL	**127.68**		
9116	CINTAS CORPORATION NO	0001		INV	07/06/2021	4085372895			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 170302 5592		VEH MNT	LAUNDRY		34.15			
	2 150300 5592		RD MNT	LAUNDRY		33.00			
							67.15		
9116	CINTAS CORPORATION NO	0001		INV	07/06/2021	4085372954			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5592		BLDS/GRNDS	LAUNDRY		65.94			
							65.94		
9116	CINTAS CORPORATION NO	0001		INV	07/06/2021	4086174160			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 170302 5592		VEH MNT	LAUNDRY		34.15			
	2 150300 5592		RD MNT	LAUNDRY		33.00			
							67.15		
9116	CINTAS CORPORATION NO	0001		INV	07/06/2021	4086778691			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 170302 5592		VEH MNT	LAUNDRY		34.15			
	2 150300 5592		RD MNT	LAUNDRY		33.00			
							67.15		
9116	CINTAS CORPORATION NO	0001		INV	07/06/2021	4086778762			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5592		BLDS/GRNDS	LAUNDRY		65.94			
							65.94		
9116	CINTAS CORPORATION NO	0001		INV	07/06/2021	4086174137			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5592		BLDS/GRNDS	LAUNDRY		65.94			
							65.94		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9116	CINTAS CORPORATION NO	0001		INV	07/06/2021	4087450676			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5592		RD MNT	LAUNDRY		33.00			
	2 170302 5592		VEH MNT	LAUNDRY		50.11			
							83.11		
9116	CINTAS CORPORATION NO	0001		INV	07/06/2021	4087450635			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5592		BLDS/GRNDS	LAUNDRY		65.94			
							65.94		
9116	CINTAS CORPORATION NO	0001		INV	07/06/2021	4088141738			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 170302 5592		VEH MNT	LAUNDRY		35.73			
	2 150300 5592		RD MNT	LAUNDRY		33.00			
							68.73		
9116	CINTAS CORPORATION NO	0001		INV	07/06/2021	4088141707			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5592		BLDS/GRNDS	LAUNDRY		65.94			
							65.94		
						CHECK TOTAL	**682.99**		
105	CITY OF BAY ST LOUIS	0000		INV	07/06/2021	MAY, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001306 5721		PRIV	PRIVILEGE		124.07			
							124.07		
						CHECK TOTAL	**124.07**		
105	CITY OF BAY ST LOUIS	0000		INV	07/06/2021	May 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 151300 5722		RD MNT-BSL	ROAD & BRI		2,508.01			
							2,508.01		
						CHECK TOTAL	**2,508.01**		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	120315000 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		69.98			
							69.98		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	131560000 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		29.98			
							29.98		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790035 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		24.50			
							24.50		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790032 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		20.00			
							20.00		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790024 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		20.00			
							20.00		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790021 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		20.00			
							20.00		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790015 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		47.50			
							47.50		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790034 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		20.00			
							20.00		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790031 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		22.25			
							22.25		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790023 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		20.00			
							20.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790020 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		22.25			
							22.25		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790033 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		20.00			
							20.00		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790030 may21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		20.00			
							20.00		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790022 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		20.00			
							20.00		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790041 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		24.50			
							24.50		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790038 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		26.75			
							26.75		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790037			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		24.50			
							24.50		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790042 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		22.25			
							22.25		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790039 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		20.00			
							20.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	062790036 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		22.25			
							22.25		
						CHECK TOTAL	**516.71**		
8164	CITY OF WAVELAND - RE	0001		INV	07/06/2021	MAY, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001308 5721		WAVE PRIV	PRIVILEGE		160.11			
							160.11		
						CHECK TOTAL	**160.11**		
8878	CLAIBORNE HILL SUPERM	0000	21002666	INV	07/06/2021	PO# 21002666			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5593		SHERIFF	WATER		55.88			
							55.88		
						CHECK TOTAL	**55.88**		
2993	CLERMONT HARBOR FIRE	0000		INV	07/06/2021	May 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 194252 5720		CLMT VFD	PASS THRU		361.60			
	2 194252 5793		CLMT VFD	GAMING REV		2,181.63			
							2,543.23		
						CHECK TOTAL	**2,543.23**		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-061 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		1,814.30			
	2 097110 5510		EMER 911	HEAT LIGHT		320.17			
							2,134.47		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-062 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5510		EMER 911	HEAT LIGHT		321.06			
							321.06		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	3000821-019 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		36.90			
							36.90		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-066 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		38.13			
							38.13		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-067 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		38.13			
							38.13		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-058 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		51.00			
							51.00		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-048 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		36.90			
							36.90		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-047 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		36.90			
							36.90		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-046 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		36.90			
							36.90		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-045 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		36.90			
							36.90		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-044 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		36.90			
							36.90		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-043 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		37.04			
							37.04		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-038 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5510		ARENA	HEAT LIGHT			36.90		
							36.90		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-037 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5510		ARENA	HEAT LIGHT			36.90		
							36.90		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-025 may21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5510		ARENA	HEAT LIGHT			41.87		
							41.87		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-017 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5510		ARENA	HEAT LIGHT			737.12		
							737.12		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-034 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			2,067.31		
							2,067.31		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-051 may21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5510		IMP EXP	HEAT LIGHT			18,243.14		
							18,243.14		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	504420-006 JUNE 21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			78.17		
							78.17		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	504420-029 JUNE21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			502.15		
							502.15		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	115244-002 JUNE21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			96.82		
							96.82		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	115302-002 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS-HEAT LIGHT			219.20			
							219.20		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-049 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS-HEAT LIGHT			632.82			
							632.82		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-036 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS-HEAT LIGHT			161.26			
							161.26		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	504420-037 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS-HEAT LIGHT			150.36			
							150.36		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	504420-036 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS-HEAT LIGHT			1,610.76			
							1,610.76		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	504420-028 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS-HEAT LIGHT			1,282.08			
							1,282.08		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	504420-035 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS-HEAT LIGHT			272.26			
							272.26		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	504420-032 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS-HEAT LIGHT			39.69			
							39.69		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	3000821-003 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS-HEAT LIGHT			517.17			
							517.17		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	3000821-007 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		38.13			
							38.13		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-065 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		52.59			
							52.59		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-042 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		70.56			
							70.56		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	504420-011 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		164.70			
							164.70		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	860235-005 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		428.22			
							428.22		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	3000821-005 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		123.83			
							123.83		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	3000821-018 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		215.56			
							215.56		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-015 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		45.85			
							45.85		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-032 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		41.94			
							41.94		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-033 JUNE21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			41.42		
							41.42		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	504420-002 June 21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			1,297.16		
							1,297.16		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-004 JUNE 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			499.98		
							499.98		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	115299-001 JUNE21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			670.92		
							670.92		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	3000821-016 JUNE21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001333 5510		MARINA	HEAT LIGHT			56.46		
							56.46		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	504420-030JUNE21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001333 5510		MARINA	HEAT LIGHT			1,007.77		
							1,007.77		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	504420-021 JUNE21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001333 5510		MARINA	HEAT LIGHT			301.65		
							301.65		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	24731-002 JUNE21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001333 5510		MARINA	HEAT LIGHT			100.78		
							100.78		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-001 JUNE21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			53.79		
							53.79		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-002 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		38.22			
							38.22		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-003 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		158.34			
							158.34		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-005 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		85.78			
							85.78		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-006 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		125.35			
							125.35		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-007 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		1,227.82			
							1,227.82		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-009 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		120.14			
							120.14		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-011 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		892.18			
							892.18		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-016 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		233.47			
							233.47		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-018 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		512.72			
							512.72		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-019 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		591.60			
							591.60		
299	COAST ELECTRIC POWER	0001		INV	07/06/2021	15070-020 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		1,044.59			
							1,044.59		
						CHECK TOTAL	**39,808.73**		
9363	ANTHONY S. CARVER	0001	21002625	INV	07/06/2021	0618-11838			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5542		SHERIFF	REP-VEH		280.00			
							280.00		
9363	ANTHONY S. CARVER	0001	21002810	INV	07/06/2021	-11858			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5542		SHERIFF	REP-VEH		180.00			
							180.00		
						CHECK TOTAL	**460.00**		
8751	COAST VETERINARY HOSP	0001		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5552		ANIM SHLT	MED FEES		3,416.67			
							3,416.67		
						CHECK TOTAL	**3,416.67**		
5536	COASTAL HARDWARE & RE	0000		INV	07/06/2021	A 20375381			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5644		SEAWALL	SMALL TOOL		22.49			
							22.49		
						CHECK TOTAL	**22.49**		
5536	COASTAL HARDWARE & RE	0001	21002558	INV	07/06/2021	B20365705			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5699		BLDS/GRNDS	OTH CNS		3.79			
							3.79		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
5536	COASTAL HARDWARE & RE	0001	21002538	INV	07/06/2021	D20321752			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5634		RD MNT	CULVERTS			9.75		
							9.75		
5536	COASTAL HARDWARE & RE	0001	21002582	INV	07/06/2021	A20404423; A20404435			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5641		BLDS/GRNDS	BLDG SUPP			10.99		
	2 001151 5675		BLDS/GRNDS	ANTIFREEZE			11.99		
							22.98		
5536	COASTAL HARDWARE & RE	0001	21002677	INV	07/06/2021	A20405447			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5646		BLDS/GRNDS	LUMBER			59.97		
							59.97		
5536	COASTAL HARDWARE & RE	0001	21002652	INV	07/06/2021	D20321771			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5634		RD MNT	CULVERTS			104.40		
							104.40		
5536	COASTAL HARDWARE & RE	0001	21002679	INV	07/06/2021	A20405379			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5681		RD MNT	REPAIR & R			128.91		
							128.91		
5536	COASTAL HARDWARE & RE	0001	21002600	INV	07/06/2021	D20321728			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5639		RD MNT	SIGNS			44.50		
							44.50		
5536	COASTAL HARDWARE & RE	0001	21002591	INV	07/06/2021	B20365824			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5644		RD MNT	SMALL TOOL			31.98		
	2 150300 5681		RD MNT	REPAIR & R			19.95		
	3 150300 5699		RD MNT	OTH CNS			3.79		
							55.72		
5536	COASTAL HARDWARE & RE	0001	21002583	INV	07/06/2021	A20405328			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5643		BLDS/GRNDS	HARDWARE,			2.34		
							2.34		
5536	COASTAL HARDWARE & RE	0001	21002627	INV	07/06/2021	A20404986			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5639		RD MNT	SIGNS			47.99		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							47.99		
5536	COASTAL HARDWARE & RE	0001	21002622	INV	07/06/2021	D20321733			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5681		SEAWALL	REPAIR & R			75.00		
							75.00		
5536	COASTAL HARDWARE & RE	0001	21002589	INV	07/06/2021	A20399676,A20404540			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5641		BLDS/GRNDS	BLDG SUPP			22.47		
	2 001151 5643		BLDS/GRNDS	HARDWARE,			74.33		
	3 001151 5644		BLDS/GRNDS	SMALL TOOL			57.97		
	4 001151 5691		BLDS/GRNDS	UNIFORMS			19.99		
							174.76		
5536	COASTAL HARDWARE & RE	0001	21002681	INV	07/06/2021	A20405469			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5646		BLDS/GRNDS	LUMBER			75.67		
							75.67		
5536	COASTAL HARDWARE & RE	0001	21002685	INV	07/06/2021	A20405456			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5646		RD MNT	LUMBER			59.38		
							59.38		
5536	COASTAL HARDWARE & RE	0001	21002696	INV	07/06/2021	A20405684			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5641		BLDS/GRNDS	BLDG SUPP			17.49		
							17.49		
5536	COASTAL HARDWARE & RE	0001	21002577	INV	07/06/2021	D20321720			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5639		SEAWALL	SIGNS			130.05		
							130.05		
5536	COASTAL HARDWARE & RE	0001	21002290	INV	07/06/2021	D20321751			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5634		RD MNT	CULVERTS			338.00		
							338.00		
5536	COASTAL HARDWARE & RE	0001	21002280	INV	07/06/2021	D20321750			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5634		RD MNT	CULVERTS			104.40		
							104.40		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
5536	COASTAL HARDWARE & RE	0001	21002729	INV	07/06/2021	A20406049,A20406053			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5644		RD MNT	SMALL TOOL			8.29		
	2 150300 5681		RD MNT	REPAIR & R			96.95		
							105.24		
5536	COASTAL HARDWARE & RE	0001	21002682	INV	07/06/2021	A20405503			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5681		SEAWALL	REPAIR & R			9.99		
							9.99		
5536	COASTAL HARDWARE & RE	0001	21002364	INV	07/06/2021	A20401994			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5641		BLDS/GRNDS	BLDG SUPP			26.31		
							26.31		
5536	COASTAL HARDWARE & RE	0001	21002763	INV	07/06/2021	D20321781			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5641		RECREATION	BLDG SUPP			1,310.72		
							1,310.72		
5536	COASTAL HARDWARE & RE	0001	21002753	INV	07/06/2021	D20321787			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5634		RD MNT	CULVERTS			133.60		
							133.60		
5536	COASTAL HARDWARE & RE	0001	21002732	INV	07/06/2021	D20321786			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5634		RD MNT	CULVERTS			104.40		
							104.40		
5536	COASTAL HARDWARE & RE	0001	21002761	INV	07/06/2021	A20406479			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5644		RD MNT	SMALL TOOL			10.47		
	2 150300 5699		RD MNT	OTH CNS			7.99		
							18.46		
5536	COASTAL HARDWARE & RE	0001	21002698	INV	07/06/2021	a20394116			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5641		ARENA	BLDG SUPP			991.89		
							991.89		
5536	COASTAL HARDWARE & RE	0001	21002756	INV	07/06/2021	A20406408,B20366519			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5641		BLDS/GRNDS	BLDG SUPP			35.48		
	2 001151 5643		BLDS/GRNDS	HARDWARE,			27.19		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							62.67		
5536	COASTAL HARDWARE & RE	0001	21002735	INV	07/06/2021	A20406256			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5643		BLDS/GRNDS	HARDWARE,			41.49		
							41.49		
5536	COASTAL HARDWARE & RE	0001	21002772	INV	07/06/2021	A20406623,B20366605			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5641		BLDS/GRNDS	BLDG SUPP			1.79		
	2 001151 5643		BLDS/GRNDS	HARDWARE,			31.95		
	3 001151 5699		BLDS/GRNDS	OTH CNS			3.49		
							37.23		
5536	COASTAL HARDWARE & RE	0001	21002775	INV	07/06/2021	D20321785			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5641		BLDS/GRNDS	BLDG SUPP			37.17		
							37.17		
5536	COASTAL HARDWARE & RE	0001	21002778	INV	07/06/2021	A20406796			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5641		BLDS/GRNDS	BLDG SUPP			9.54		
							9.54		
5536	COASTAL HARDWARE & RE	0001	21002764	INV	07/06/2021	A20406488			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5675		BLDS/GRNDS	ANTIFREEZE			15.90		
	2 001151 5681		BLDS/GRNDS	REPAIR & R			39.99		
	3 001151 5699		BLDS/GRNDS	OTH CNS			4.79		
							60.68		
5536	COASTAL HARDWARE & RE	0001	21002728	INV	07/06/2021	D20321769			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5684		SEAWALL	BATTERIES			129.99		
							129.99		
						CHECK TOTAL	**4,534.48**		
8459	COASTAL HYDRAULICS &	0000	21002903	INV	07/06/2021	P21-097			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5681		RD MNT	REPAIR & R			60.60		
							60.60		
						CHECK TOTAL	**60.60**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9619	COBURN SUPPLY COMPANY	0000	21002713	INV	07/06/2021	664535601			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5643		MCLEOD PK HARDWARE,			279.75			
							279.75		
						CHECK TOTAL	**279.75**		
9619	COBURN SUPPLY COMPANY	0001	21002720	INV	07/06/2021	664536992			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5641		BLDS/GRNDS BLDG SUPP			279.75			
							279.75		
						CHECK TOTAL	**279.75**		
298	COAST COCA-COLA BOTTL	0001	21002551	INV	07/06/2021	1068246128			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5698		MCLEOD PK VN MACH			391.82			
							391.82		
						CHECK TOTAL	**391.82**		
8711	COLLINS FILTER CO INC	0000	21002560	INV	07/06/2021	59905			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5645		IMP EXP JANITORIAL			782.00			
							782.00		
8711	COLLINS FILTER CO INC	0000	21002257	INV	07/06/2021	59888			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5641		ANIM SHLT BLDG SUPP			93.00			
							93.00		
						CHECK TOTAL	**875.00**		
2245	COMPTON ENGINEERING,	0000		INV	07/06/2021	221-010.009-1			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5555		RD MNT ENGINEERIN			590.00			
							590.00		
2245	COMPTON ENGINEERING,	0000		INV	07/06/2021	220-041.002-8			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5555		SEAWALL ENGINEERIN			1,600.00			
							1,600.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
2245	COMPTON ENGINEERING,	0000		INV	07/06/2021	221-076.004-1			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 157333 5555		Marina	ENGINEERIN		4,250.00			
							4,250.00		
2245	COMPTON ENGINEERING,	0000		INV	07/06/2021	221-076.004-2			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 157333 5555		Marina	ENGINEERIN		1,250.00			
							1,250.00		
2245	COMPTON ENGINEERING,	0000		INV	07/06/2021	212-033-28			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 160301 5555		BRIDGE CON	ENGINEERIN		651.25			
							651.25		
2245	COMPTON ENGINEERING,	0000		INV	07/06/2021	219-076.013-14			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5555		SEAWALL	ENGINEERIN		1,657.50			
							1,657.50		
2245	COMPTON ENGINEERING,	0000		INV	07/06/2021	221-076.003-1			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5555		RD MNT	ENGINEERIN		4,590.00			
							4,590.00		
2245	COMPTON ENGINEERING,	0000		INV	07/06/2021	221-076.005-2			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5555		RD MNT	ENGINEERIN		4,080.00			
							4,080.00		
2245	COMPTON ENGINEERING,	0000		INV	07/06/2021	221-076.002-3			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 157530 5555		MCLEOD	ENGINEERIN		625.00			
							625.00		
2245	COMPTON ENGINEERING,	0000		INV	07/06/2021	219-044-23			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 037530 5555		MCLEOD	ENGINEERIN		11,900.00			
							11,900.00		
2245	COMPTON ENGINEERING,	0000		INV	07/06/2021	220.076.008-8			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 012523 5922		GAM-ARENA	OTH>5000		1,250.00			
							1,250.00		
						CHECK TOTAL	**32,443.75**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
2245	COMPTON ENGINEERING,	0001		INV	07/06/2021	221-076.001-3			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5555		SEAWALL	ENGINEERIN		5,450.00			
							5,450.00		
						CHECK TOTAL	**5,450.00**		
9809	Consolidated Electri	0000	21002496	INV	07/06/2021	5935-1002747			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5643		BLDS/GRNDS	HARDWARE,		361.65			
							361.65		
9809	Consolidated Electri	0000	21002687	INV	07/06/2021	5935-1003049			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5643		ARENA	HARDWARE,		49.76			
							49.76		
9809	Consolidated Electri	0000	21002731	INV	07/06/2021	2871-1009210			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5643		ARENA	HARDWARE,		14.72			
							14.72		
9809	Consolidated Electri	0000	21002717	INV	07/06/2021	2871-1009197			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5643		ARENA	HARDWARE,		2,170.82			
							2,170.82		
						CHECK TOTAL	**2,596.95**		
6686	CONSULTING PSYCHOLOGI	0000		INV	07/06/2021	8183828			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001165 5442		LUNACY	CHAN CT CO		2,700.00			
							2,700.00		
						CHECK TOTAL	**2,700.00**		
256	CBS (CORNETT BOLT & S	0001	21002770	INV	07/06/2021	211996			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		9.44			
							9.44		
256	CBS (CORNETT BOLT & S	0001	21002760	INV	07/06/2021	211907			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		21.02			
							21.02		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**30.46**		
2463	CRAIN TRACTOR & EQUIP	0000	21002710	INV	07/06/2021	CP91862			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		22.25			
							22.25		
2463	CRAIN TRACTOR & EQUIP	0000	21002779	INV	07/06/2021	RO78631			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5541		RD MNT	REP-ROAD		274.86			
							274.86		
						CHECK TOTAL	**297.11**		
4549	CRIME VICTIMS'COMPENS	0000		INV	07/06/2021	MAY 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 650 2137		JUD ASSESS	CRIME VICT		2,164.00			
							2,164.00		
						CHECK TOTAL	**2,164.00**		
9552	CABLEEXPRESS CORPORAT	0001	21002396	INV	07/06/2021	1234513			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 108105 5919		INT/TAX	F&E<5000		348.15			
							348.15		
						CHECK TOTAL	**348.15**		
9687	DANA SAFETY SUPPLY, I	0001	21001603	INV	07/06/2021	726766			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 120200 5915		SHERIFF GA VEH>5000			4,164.98			
							4,164.98		
9687	DANA SAFETY SUPPLY, I	0001	21002671	INV	07/06/2021	730196			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5613		SHERIFF	ENF SUPPL		380.00			
							380.00		
						CHECK TOTAL	**4,544.98**		
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	KELLY SCARDINA			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		11.76			
							11.76		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	MICHELE A LADNER			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		8.96			
							8.96		
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	CLARE V BERNARD			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		31.92			
							31.92		
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	EMMA R HOLDER			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		8.40			
							8.40		
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	DANNY BRYANT			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		38.08			
							38.08		
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	ANNA L LADNER			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		38.08			
							38.08		
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	TERRY S MATHERS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		33.60			
							33.60		
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	JOSEPH M SEIBERT			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		34.16			
							34.16		
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	BEVERLY A HAVARD			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		10.08			
							10.08		
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	CHERYL S HIGGINBOTHA			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		40.32			
							40.32		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	JUNE CORMIER			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		39.20			
							39.20		
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	NICHLOAS B NORRIS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		44.80			
							44.80		
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	ELIZABETH CHAPMAN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		34.72			
							34.72		
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	IVAN VEGA			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		35.84			
							35.84		
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	MICHAEL WILLARD			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		30.24			
							30.24		
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	KARL STOCKSTILL			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		24.64			
							24.64		
9871	DANIEL DEREK TURNAGE	0000		INV	07/06/2021	JENNIFER GRIFFIS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		34.72			
							34.72		
						CHECK TOTAL	**499.52**		
5959	DATA SYSTEMS MANAGMEN	0000		INV	07/06/2021	3612			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400340 5544		SOL WAST	MNT AG		156.00			
							156.00		
5959	DATA SYSTEMS MANAGMEN	0000		INV	07/06/2021	3611			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5556		MAPPING	PROF FEES		2,595.50			
							2,595.50		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
5959	DATA SYSTEMS MANAGMEN	0000		INV	07/06/2021	3613			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001101 5544		CHANC CLK	MNT AG			194.00		
							194.00		
5959	DATA SYSTEMS MANAGMEN	0000		INV	07/06/2021	3614			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 097110 5544		EMER 911	MNT AG			80.00		
							80.00		
						CHECK TOTAL	**3,025.50**		
3039	DAVID'S CHAINSAW & LA	0001	21002926	INV	07/06/2021	43670			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5681		MCLEOD PK	REPAIR & R			68.00		
							68.00		
3039	DAVID'S CHAINSAW & LA	0001	21002918	INV	07/06/2021	43668			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5681		BLDS/GRNDS	REPAIR & R			28.00		
							28.00		
						CHECK TOTAL	**96.00**		
8987	DAVISON FUELS INC	0000	21002517	INV	07/06/2021	529053,529051			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5671		BLDS/GRNDS	GASOLINE			767.55		
	2 001260 5671		EMA	GASOLINE			255.00		
	3 001411 5671		ANIM SHLT	GASOLINE			114.75		
	4 001530 5671		MCLEOD PK	GASOLINE			374.85		
	5 001531 5671		RECREATION	GASOLINE			354.45		
	6 150300 5671		RD MNT	GASOLINE			2,473.50		
	7 154523 5671		ARENA	GASOLINE			43.35		
	8 156331 5671		SEAWALL	GASOLINE			255.00		
	9 170302 5671		VEH MNT	GASOLINE			318.75		
							4,957.20		
8987	DAVISON FUELS INC	0000	21002520	INV	07/06/2021	P529053, P529051			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5672		RD MNT	DIESEL FUE			4,817.50		
	2 156331 5672		SEAWALL	DIESEL FUE			141.00		
							4,958.50		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8987	DAVISON FUELS INC	0000	21002689	INV	07/06/2021	625413,525420			

	ACCOUNT DETAIL				LINE AMOUNT
1	001151	5671	BLDS/GRNDS	GASOLINE	828.80
2	001260	5671	EMA	GASOLINE	440.30
3	001411	5671	ANIM SHLT	GASOLINE	113.96
4	001530	5671	MCLEOD PK	GASOLINE	284.90
5	001531	5671	RECREATION	GASOLINE	287.49
6	150300	5671	RD MNT	GASOLINE	1,888.11
7	156331	5671	SEAWALL	GASOLINE	251.23
8	170302	5671	VEH MNT	GASOLINE	233.10

4,327.89
CHECK TOTAL **14,243.59**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8987	DAVISON FUELS INC	0000	21002690	INV	07/06/2021	P53145R,P529081			

	ACCOUNT DETAIL				LINE AMOUNT
1	001151	5672	BLDS/GRNDS	DIESEL FUE	24.30
2	001530	5672	MCLEOD PK	DIESEL FUE	48.60
3	150300	5672	RD MNT	DIESEL FUE	5,868.45
4	154523	5672	ARENA	DIESEL FUE	48.60
5	156331	5672	SEAWALL	DIESEL FUE	97.20

6,087.15
CHECK TOTAL **6,087.15**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6241	DELL MARKETING L.P.	0001	21002432	INV	07/06/2021	10498870031			

	ACCOUNT DETAIL				LINE AMOUNT
1	001162	5919	CNTY CT	F&E<5000	1,487.00

1,487.00

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6241	DELL MARKETING L.P.	0001	21002344	INV	07/06/2021	1047517459			

	ACCOUNT DETAIL				LINE AMOUNT
1	001162	5919	CNTY CT	F&E<5000	44.99

44.99
CHECK TOTAL **1,531.99**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4092	DELTA COMPUTER SYSTEM	0000		INV	07/06/2021	DHLMN01632			

	ACCOUNT DETAIL				LINE AMOUNT
1	001121	5544	FINANCE	MNT AG	550.00
2	001675	5544	BLDG DEPT	MNT AG	600.00

1,150.00

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4092	DELTA COMPUTER SYSTEM	0000		INV	07/06/2021	HRMN005295			

ACCOUNT DETAIL					LINE AMOUNT
1	001166	5544	JUST CT	MNT AG	280.00
2	001102	5544	CIRC CLK	MNT AG	105.00
3	001161	5544	CIRC CT	MNT AG	1,873.00
					2,258.00
				CHECK TOTAL	**3,408.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1639	DEPARTMENT OF FINANCE	0000		INV	07/06/2021	MAY, 2021			

ACCOUNT DETAIL					LINE AMOUNT
1	650	2132	JUD ASSESS	STATE COUR	390.00
2	650	2122	JUD ASSESS	TRAF VIOL	30,581.20
3	650	2123	JUD ASSESS	IMPLIED CO	6,096.25
4	650	2124	JUD ASSESS	GAME&FISH	356.00
5	650	2141	JUD ASSESS	TRAUMA TRA	2,540.13
6	650	2126	JUD ASSESS	OTHER MISD	2,774.00
7	650	2127	JUD ASSESS	OTHER FELO	3,016.00
8	650	2128	JUD ASSESS	APP BOND	2,160.00
9	650	2134	JUD ASSESS	DOM VIO	560.00
10	650	2129	JUD ASSESS	COURT CONS	296.00
11	650	2142	JUD ASSESS	COMP ELECT	1,250.00
12	650	2143	JUD ASSESS	CIVIL LEGA	625.00
13	650	2144	JUD ASSESS	JUDGE	4,000.00
14	650	2140	JUD ASSESS	UNINSURED	5,509.25
					60,153.83
				CHECK TOTAL	**60,153.83**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
444	DIAMONDHEAD FIRE DIST	0000		INV	07/06/2021	MAY 2021			

ACCOUNT DETAIL					LINE AMOUNT
1	191254	5720	DIAM VFD	PASS THRU	3,273.22
					3,273.22
				CHECK TOTAL	**3,273.22**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
444	DIAMONDHEAD FIRE DIST	0000		INV	07/06/2021	May,2021			

ACCOUNT DETAIL					LINE AMOUNT
1	191254	5793	DIAM VFD	GAMING REV	2,181.63
					2,181.63
				CHECK TOTAL	**2,181.63**

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9876	Dignity Services, LLC	0000		INV	07/06/2021	210624HCCO			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5561		CORONER	AUTOPSIES		372.00			
							372.00		
						CHECK TOTAL	**372.00**		
5746	DINKEY'S AUTO REPAIR	0000		INV	07/06/2021	2005 MOUNTINEER			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5542		MAPPING	REP-VEH		80.00			
							80.00		
5746	DINKEY'S AUTO REPAIR	0000		INV	07/06/2021	2005 FORD EXPLORER			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5542		MAPPING	REP-VEH		80.00			
							80.00		
						CHECK TOTAL	**160.00**		
8356	DORI RAY MARTIN	0000		INV	07/06/2021	6-23 TO 6-30-2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5539		BLDS/GRNDS	JANITORIAL		137.50			
							137.50		
8356	DORI RAY MARTIN	0000		INV	07/06/2021	JUNE 12,2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5539		BLDS/GRNDS	JANITORIAL		25.00			
							25.00		
						CHECK TOTAL	**162.50**		
9895	Dorty Joseph Necaise	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5539		BLDS/GRNDS	JANITORIAL		50.00			
							50.00		
						CHECK TOTAL	**50.00**		
9667	DUNGAN ENGINEERING, P	0000		INV	07/06/2021	00003			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5555		SEAWALL	ENGINEERIN		315.00			
							315.00		
						CHECK TOTAL	**315.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8578	EAGLE ENERGY, INC	0000	21002624	INV	07/06/2021	30592			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5671		SHERIFF	GASOLINE		1,022.90			
							1,022.90		
8578	EAGLE ENERGY, INC	0000	21002876	INV	07/06/2021	30827,30828			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5671		BLDS/GRNDS	GASOLINE		726.86			
	2 001260 5671		EMA	GASOLINE		422.90			
	3 001411 5671		ANIM SHLT	GASOLINE		63.44			
	4 001530 5671		MCLEOD PK	GASOLINE		280.17			
	5 001531 5671		RECREATION	GASOLINE		404.40			
	6 150300 5671		RD MNT	GASOLINE		2,167.38			
	7 154523 5671		ARENA	GASOLINE		44.93			
	8 156331 5671		SEAWALL	GASOLINE		237.88			
	9 170302 5671		VEH MNT	GASOLINE		290.75			
							4,638.71		
						CHECK TOTAL	**5,661.61**		
503	EDMOND FAHEY FUNERAL	0000		INV	07/06/2021	LINDA LEWIS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5561		CORONER	AUTOPSIES		125.00			
							125.00		
503	EDMOND FAHEY FUNERAL	0000		INV	07/06/2021	DENNIS ROLLISON			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5561		CORONER	AUTOPSIES		125.00			
							125.00		
						CHECK TOTAL	**250.00**		
9806	Elanco US, Inc.	0001	21002548	INV	07/06/2021	6000450513			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5696		ANIM SHLT	DRUGS & ME		2,071.98			
							2,071.98		
						CHECK TOTAL	**2,071.98**		
8607	ELECTION SYSTEMS & SO	0001		INV	07/06/2021	CD 2001690			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 349180 5920		ELECTIONS	F&E>5000		2,575.00			

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							2,575.00		
						CHECK TOTAL	**2,575.00**		
514	EMPIRE TRUCK SALES, L	0000	21002863	INV	07/06/2021	710113101:77			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		395.77			
							395.77		
						CHECK TOTAL	**395.77**		
8121	ENVIROMENTAL SYSTEMS	0001		INV	07/06/2021	94060163			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5556		MAPPING	PROF FEES		5,909.00			
							5,909.00		
						CHECK TOTAL	**5,909.00**		
6703	FASTENAL COMPANY	0001	21002586	INV	07/06/2021	MSGUL138167			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5639		RD MNT	SIGNS		360.00			
							360.00		
						CHECK TOTAL	**360.00**		
2529	FENTON FIRE PROTECTIO	0000		INV	07/06/2021	May 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 196259 5720		FENTN VFD	PASS THRU		1,423.39			
	2 196259 5793		FENTN VFD	GAMING REV		2,181.63			
							3,605.02		
						CHECK TOTAL	**3,605.02**		
9745	FIRST STOP HEALTH, LL	0000		INV	07/06/2021	12769			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001100 5552		SUPERVIS	MED FEES		1,716.75			
							1,716.75		
						CHECK TOTAL	**1,716.75**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4242	FLEETCOR TECHNOLOGIES	0000		INV	07/06/2021	NP60289570			

ACCOUNT DETAIL					LINE AMOUNT
1	001205 5671	PAT NASA	GASOLINE		393.67
2	001163 5671	YOUTH CT	GASOLINE		40.97
3	001200 5671	SHERIFF	GASOLINE		6,726.43
					7,161.07
				CHECK TOTAL	**7,161.07**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4242	FLEETCOR TECHNOLOGIES	0000		INV	07/06/2021	NP60269973			

ACCOUNT DETAIL					LINE AMOUNT
1	001163 5671	YOUTH CT	GASOLINE		32.99
2	001205 5671	PAT NASA	GASOLINE		451.27
3	001200 5671	SHERIFF	GASOLINE		6,277.23
					6,761.49
				CHECK TOTAL	**6,761.49**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4242	FLEETCOR TECHNOLOGIES	0000		INV	07/06/2021	NP60270213			

ACCOUNT DETAIL					LINE AMOUNT
1	150300 5671	RD MNT	GASOLINE		55.37
2	001125 5671	INFO TECH	GASOLINE		67.12
3	001675 5671	BLDG DEPT	GASOLINE		113.51
					236.00
				CHECK TOTAL	**236.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4242	FLEETCOR TECHNOLOGIES	0000		INV	07/06/2021	NP60270058			

ACCOUNT DETAIL					LINE AMOUNT
1	001260 5671	EMA	GASOLINE		51.97
					51.97
				CHECK TOTAL	**51.97**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4242	FLEETCOR TECHNOLOGIES	0000		INV	07/06/2021	NP60270097			

ACCOUNT DETAIL					LINE AMOUNT
1	096153 5671	MAPPING	GASOLINE		211.25
					211.25
				CHECK TOTAL	**211.25**

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4242	FLEETCOR TECHNOLOGIES	0000		INV	07/06/2021	NP60289655			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001260 5671		EMA	GASOLINE		54.09			
							54.09		
						CHECK TOTAL	**54.09**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	07/06/2021	NP60289694			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5671		MAPPING	GASOLINE		86.88			
							86.88		
						CHECK TOTAL	**86.88**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	07/06/2021	NP60289810			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001675 5671		BLDG DEPT	GASOLINE		59.67			
	2 001101 5671		CHANC CLK	GASOLINE		42.66			
							102.33		
						CHECK TOTAL	**102.33**		
9739	FLOORE INDUSTRIAL CON	0000		INV	07/06/2021	Pay app # 5			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 037530 5911		MCLEOD	CIP		158,132.24			
							158,132.24		
						CHECK TOTAL	**158,132.24**		
8717	FLOWERS BAKING COMPAN	0000	21002656	INV	07/06/2021	3034151442			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5694		IMP EXP	FOOD-PRIS		118.65			
							118.65		
8717	FLOWERS BAKING COMPAN	0000	21002609	INV	07/06/2021	3034151309			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5694		IMP EXP	FOOD-PRIS		102.83			
							102.83		
8717	FLOWERS BAKING COMPAN	0000	21002655	INV	07/06/2021	3034151392			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5694		IMP EXP	FOOD-PRIS		118.65			
							118.65		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8717	FLOWERS BAKING COMPAN	0000	21002644	INV	07/06/2021	3034151361			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5694		IMP EXP	FOOD-PRIS		102.83			
							102.83		
8717	FLOWERS BAKING COMPAN	0000	21002657	INV	07/06/2021	3034151474			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5694		IMP EXP	FOOD-PRIS		142.38			
							142.38		
8717	FLOWERS BAKING COMPAN	0000	21002829	INV	07/06/2021	3034151532			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5694		IMP EXP	FOOD-PRIS		142.38			
							142.38		
8717	FLOWERS BAKING COMPAN	0000	21002901	INV	07/06/2021	3034151568			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5694		IMP EXP	FOOD-PRIS		155.82			
							155.82		
8717	FLOWERS BAKING COMPAN	0000	21002940	INV	07/06/2021	3034151629			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5694		IMP EXP	FOOD-PRIS		132.09			
							132.09		
						CHECK TOTAL	**1,015.63**		
9250	FRANK P. WITTMAN IV	0000		INV	07/06/2021	B2301-20-103			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5550		CIRC CT	LEGAL FEES		500.00			
							500.00		
9250	FRANK P. WITTMAN IV	0000		INV	07/06/2021	B2301-21-98			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5550		CIRC CT	LEGAL FEES		500.00			
							500.00		
						CHECK TOTAL	**1,000.00**		
9250	FRANK PHILIP WITTMAN,	0001		INV	07/06/2021	B2301-20-177			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5550		CIRC CT	LEGAL FEES		250.00			
							250.00		
						CHECK TOTAL	**250.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8116	G & O SUPPLY CO., INC	0000	21002806	INV	07/06/2021	G13652			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5634		RD MNT	CULVERTS		1,935.60			
							1,935.60		
8116	G & O SUPPLY CO., INC	0000	21002828	INV	07/06/2021	G13653			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5634		RD MNT	CULVERTS		1,162.00			
							1,162.00		
						CHECK TOTAL	**3,097.60**		
2858	GALL'S INC	0000	21002031	INV	07/06/2021	018467415,18191386			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5613		SHERIFF	ENF SUPPL		318.34			
							318.34		
						CHECK TOTAL	**318.34**		
8972	GET STITCHED	0000	21002571	INV	07/06/2021	21002571			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001222 5691		INM MED	UNIFORMS		445.00			
							445.00		
8972	GET STITCHED	0000	21002886	INV	07/06/2021	21002886			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5691		SHERIFF	UNIFORMS		135.00			
							135.00		
8972	GET STITCHED	0000	21002888	INV	07/06/2021	21002888			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5691		SHERIFF	UNIFORMS		48.00			
							48.00		
						CHECK TOTAL	**628.00**		
9891	Gold-Line Training, L	0000		INV	07/06/2021	226550			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5480		EMER 911	TRAINING		1,185.00			
							1,185.00		
						CHECK TOTAL	**1,185.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
3034	GULF COAST BUSINESS S	0001	21002563	INV	07/06/2021	226052			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001121 5603		FINANCE	OFFICE SUP		77.97			
							77.97		
3034	GULF COAST BUSINESS S	0001	21002546	INV	07/06/2021	225603			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5603		RD MNT	OFFICE SUP		19.68			
							19.68		
3034	GULF COAST BUSINESS S	0001	21002664	INV	07/06/2021	226055			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001160 5603		CHANC CT	OFFICE SUP		259.90			
							259.90		
3034	GULF COAST BUSINESS S	0001	21000251	INV	07/06/2021	215515			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5603		BLDS/GRNDS	OFFICE SUP		45.89			
							45.89		
3034	GULF COAST BUSINESS S	0001	21002794	INV	07/06/2021	226497			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001160 5603		CHANC CT	OFFICE SUP		6.59			
							6.59		
3034	GULF COAST BUSINESS S	0001	21002795	INV	07/06/2021	226498			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001160 5603		CHANC CT	OFFICE SUP		6.59			
							6.59		
3034	GULF COAST BUSINESS S	0001	21002900	INV	07/06/2021	226744			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001166 5603		JUST CT	OFFICE SUP		155.46			
							155.46		
						CHECK TOTAL	**572.08**		
9037	GULF REGIONAL PLANNIN	0000		INV	07/06/2021	21-3000.8			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001100 5599		SUPERVIS	OTHER CONT		176.15			
							176.15		
						CHECK TOTAL	**176.15**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
719	HANCOCK COUNTY HEALTH	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001400 5701		HEALTH	APPROP		6,250.00			
							6,250.00		
						CHECK TOTAL	**6,250.00**		
716	HANCOCK COUNTY HUMAN	0001		INV	07/06/2021	2021-04			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001453 5703		HUMAN RES	HCHRA SENI		44,223.25			
	2 001453 5704		HUMAN RES	HCHRA - YO		34,000.00			
	3 001453 5759		HUMAN RES	HCHRA - AD		33,912.75			
	4 001465 5599		HR-BRENDA	OTHER CONT		24,909.00			
							137,045.00		
						CHECK TOTAL	**137,045.00**		
289	HANCOCK COUNTY LIBRAR	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001500 5720		LIBRARY	PASS THRU		100,333.33			
							100,333.33		
						CHECK TOTAL	**100,333.33**		
289	HANCOCK COUNTY LIBRAR	0000		INV	07/06/2021	May 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 095500 5793		LIBRARY	GAMING REV		9,817.34			
							9,817.34		
						CHECK TOTAL	**9,817.34**		
723	HANCOCK COUNTY SCHOOL	0000		INV	07/06/2021	2021 LEASE PAYMENTS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5530		RECREATION	RENT-LAND		26,222.85			
							26,222.85		
						CHECK TOTAL	**26,222.85**		
723	HANCOCK COUNTY SCHOOL	0000		INV	07/06/2021	MAY, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001150 5721		ED SUPT	PRIVILEGE		2,602.19			
							2,602.19		
						CHECK TOTAL	**2,602.19**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
723	HANCOCK COUNTY SCHOOL	0000		INV	07/06/2021	May 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 130150 5793		SCH GAMING	GAMING REV			29,452.03		
							29,452.03		
						CHECK TOTAL	**29,452.03**		
4029	HANCOCK COUNTY SOLID	0000		INV	07/06/2021	989			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 400340 5591		SOL WAST	GARBAGE			73,210.50		
							73,210.50		
						CHECK TOTAL	**73,210.50**		
4029	HANCOCK COUNTY SOLID	0000		INV	07/06/2021	MAY, 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 401341 5701		SW-WW	APPROP			96,912.50		
							96,912.50		
						CHECK TOTAL	**96,912.50**		
4420	HANCOCK CNTY TOURISM	0001		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 012100 5701		GAM-SUP	APPROP			2,083.33		
							2,083.33		
						CHECK TOTAL	**2,083.33**		
743	HARRISON COUNTY BOARD	0001		INV	07/06/2021	MAY1-31,2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001163 5599		YOUTH CT	OTHER CONT			700.00		
							700.00		
						CHECK TOTAL	**700.00**		
743	HARRISON COUNTY BOARD	0002		INV	07/06/2021	5-1- to 5-31-2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5599		IMP EXP	OTHER CONT			875.00		
							875.00		
						CHECK TOTAL	**875.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9892	Hopkins Construction	0000		INV	07/06/2021	002			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5922		BLDS/GRNDS	OTH>5000			141,041.04		
							141,041.04		
						CHECK TOTAL	**141,041.04**		
9868	Hub International Mid	0000		INV	07/06/2021	June 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 501155 5468		INS CLR	GROUP INS			705.00		
	2 501155 5552		INS CLR	MED FEES			237.00		
	3 501155 5552		INS CLR	MED FEES			5,549.02		
							6,491.02		
						CHECK TOTAL	**6,491.02**		
1790	HUBBARDS WAVELAND HAR	0000	21002661	INV	07/06/2021	90548			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5643		BLDS/GRNDS	HARDWARE,			10.84		
							10.84		
1790	HUBBARDS WAVELAND HAR	0000	21002579	INV	07/06/2021	90350			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5641		BLDS/GRNDS	BLDG SUPP			1.71		
							1.71		
1790	HUBBARDS WAVELAND HAR	0000	21002638	INV	07/06/2021	90460			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5641		BLDS/GRNDS	BLDG SUPP			13.45		
							13.45		
1790	HUBBARDS WAVELAND HAR	0000	21002637	INV	07/06/2021	90500,90463,90481			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5642		RD MNT	PAINTS			9.70		
	2 150300 5644		RD MNT	SMALL TOOL			31.63		
	3 150300 5681		RD MNT	REPAIR & R			2.06		
							43.39		
1790	HUBBARDS WAVELAND HAR	0000	21002584	INV	07/06/2021	90209			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5674		SEAWALL	LUBRICATIN			2.71		
	2 156331 5699		SEAWALL	OTH CNS			28.51		
							31.22		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1790	HUBBARDS WAVELAND HAR	0000	21002413	INV	07/06/2021	89966			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5643		BLDS/GRNDS	HARDWARE,			8.49		
							8.49		
1790	HUBBARDS WAVELAND HAR	0000	21002479	INV	07/06/2021	90087			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5648		BLDS/GRNDS	FERTILIZER			4.72		
							4.72		
1790	HUBBARDS WAVELAND HAR	0000	21002407	INV	07/06/2021	89899,89955			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5643		SEAWALL	HARDWARE,			2.40		
	2 156331 5644		SEAWALL	SMALL TOOL			4.36		
							6.76		
1790	HUBBARDS WAVELAND HAR	0000	21002478	INV	07/06/2021	90110			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5643		SEAWALL	HARDWARE,			90.09		
	2 156331 5699		SEAWALL	OTH CNS			3.29		
							93.38		
1790	HUBBARDS WAVELAND HAR	0000	21002494	INV	07/06/2021	90112			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5643		SEAWALL	HARDWARE,			0.49		
	2 156331 5699		SEAWALL	OTH CNS			6.39		
							6.88		
1790	HUBBARDS WAVELAND HAR	0000	21002789	INV	07/06/2021	90762, 90753			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5639		SEAWALL	SIGNS			10.32		
	2 156331 5644		SEAWALL	SMALL TOOL			4.72		
	3 156331 5699		SEAWALL	OTH CNS			7.15		
							22.19		
1790	HUBBARDS WAVELAND HAR	0000	21002831	INV	07/06/2021	90869			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5643		SEAWALL	HARDWARE,			3.98		
							3.98		
1790	HUBBARDS WAVELAND HAR	0000	21002709	INV	07/06/2021	90659,90660			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5643		BLDS/GRNDS	HARDWARE,			13.63		
	2 001151 5644		BLDS/GRNDS	SMALL TOOL			17.63		
							31.26		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1790	HUBBARDS WAVELAND HAR	0000	21002734	INV	07/06/2021	90687,90696			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5643		BLDS/GRNDS	HARDWARE,			11.65		
							11.65		
1790	HUBBARDS WAVELAND HAR	0000	21002750	INV	07/06/2021	90718			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5643		BLDS/GRNDS	HARDWARE,			15.50		
							15.50		
1790	HUBBARDS WAVELAND HAR	0000	21002788	INV	07/06/2021	90768			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5645		BLDS/GRNDS	JANITORIAL			72.90		
							72.90		
1790	HUBBARDS WAVELAND HAR	0000	21002821	INV	07/06/2021	90835			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5641		BLDS/GRNDS	BLDG SUPP			24.02		
							24.02		
1790	HUBBARDS WAVELAND HAR	0000	21002870	INV	07/06/2021	90917			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5644		BLDS/GRNDS	SMALL TOOL			1.90		
	2 001151 5648		BLDS/GRNDS	FERTILIZER			15.37		
	3 001151 5699		BLDS/GRNDS	OTH CNS			14.99		
							32.26		
						CHECK TOTAL	**434.60**		
8060	HUNT SOUTHLAND REFINI	0000	21002502	INV	07/06/2021	1562112			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5632		RD MNT	ASPHALT			418.03		
							418.03		
8060	HUNT SOUTHLAND REFINI	0000	21002615	INV	07/06/2021	1565182			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5632		RD MNT	ASPHALT			413.67		
							413.67		
8060	HUNT SOUTHLAND REFINI	0000	21002692	INV	07/06/2021	1566973			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5632		RD MNT	ASPHALT			413.67		
							413.67		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8060	HUNT SOUTHLAND REFINI	0000	21002784	INV	07/06/2021	1570142			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5632		RD MNT	ASPHALT		409.32			
							409.32		
						CHECK TOTAL	**1,654.69**		
9478	INDUSTRIAL WELDING SU	0001	21002868	INV	07/06/2021	36336506			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5699		RD MNT	OTH CNS		44.28			
							44.28		
						CHECK TOTAL	**44.28**		
7606	INFOWARE TECHNOLOGY S	0000		INV	07/06/2021	102375			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5544		INFO TECH	MNT AG		1,800.00			
							1,800.00		
						CHECK TOTAL	**1,800.00**		
330	INTOXIMETERS	0000	21002578	INV	07/06/2021	682288			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5613		SHERIFF	ENF SUPPL		280.00			
							280.00		
						CHECK TOTAL	**280.00**		
5906	JACKS G & M AUTO REPA	0000	21002839	INV	07/06/2021	40214			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5542		MAPPING	REP-VEH		17.50			
							17.50		
5906	JACKS G & M AUTO REPA	0000	21002812	INV	07/06/2021	40203			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5542		MAPPING	REP-VEH		133.00			
							133.00		
						CHECK TOTAL	**150.50**		
9648	JAMES C. CRITTENDEN,	0000		INV	07/06/2021	2021-HAN-0009			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001222 5556		INM MED	PROF FEES		1,500.00			
							1,500.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**1,500.00**		
9588	JAY V. GAMBLE	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 614220 5599		INMATE	OTHER CONT			1,200.00		
							1,200.00		
						CHECK TOTAL	**1,200.00**		
9573	JEFFERY J CUEVAS	0000	21002712	INV	07/06/2021	MCLEOD PARK			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5681		MCLEOD PK	REPAIR & R			990.96		
							990.96		
						CHECK TOTAL	**990.96**		
9879	John M. Warren, Inc	0000	21002351	INV	07/06/2021	0601721-IN			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5639		RD MNT	SIGNS			4,103.55		
							4,103.55		
						CHECK TOTAL	**4,103.55**		
8835	JOSEPH EDWARD BANASHA	0000		INV	07/06/2021	JUNE 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5599		IMP EXP	OTHER CONT			721.00		
							721.00		
						CHECK TOTAL	**721.00**		
9866	Joshua Nathan Stroud	0000	21002851	INV	07/06/2021	100			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5698		MCLEOD PK	VN MACH			800.00		
							800.00		
						CHECK TOTAL	**800.00**		
6675	JUDITH LADNER	0000		INV	07/06/2021	MAY, JUNE, 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5556		SHERIFF	PROF FEES			200.00		
							200.00		
						CHECK TOTAL	**200.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6974	KEITHCO PETROLEUM INC	0000	21002875	INV	07/06/2021	133677,133675			

	ACCOUNT DETAIL				LINE AMOUNT
1	001151	5672	BLDS/GRNDS	DIESEL FUE	36.07
2	001530	5672	MCLEOD PK	DIESEL FUE	31.26
3	150300	5672	RD MNT	DIESEL FUE	5,015.99
4	154523	5672	ARENA	DIESEL FUE	86.57
5	156331	5672	SEAWALL	DIESEL FUE	120.23

5,290.12

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6974	KEITHCO PETROLEUM INC	0000	21002324	INV	07/06/2021	133551,133555			

	ACCOUNT DETAIL				LINE AMOUNT
1	001151	5672	BLDS/GRNDS	DIESEL FUE	23.20
2	001530	5672	MCLEOD PK	DIESEL FUE	46.40
3	150300	5672	RD MNT	DIESEL FUE	3,628.48
4	154523	5672	ARENA	DIESEL FUE	69.60

3,767.68

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6974	KEITHCO PETROLEUM INC	0000	21002323	INV	07/06/2021	133551*,133555*			

	ACCOUNT DETAIL				LINE AMOUNT
1	001151	5671	BLDS/GRNDS	GASOLINE	545.02
2	001260	5671	EMA	GASOLINE	229.00
3	001411	5671	ANIM SHLT	GASOLINE	153.43
4	001530	5671	MCLEOD PK	GASOLINE	412.20
5	001531	5671	RECREATION	GASOLINE	206.10
6	150300	5671	RD MNT	GASOLINE	1,362.55
7	156331	5671	SEAWALL	GASOLINE	217.55
8	170302	5671	VEH MNT	GASOLINE	160.30

3,286.15

CHECK TOTAL **12,343.95**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6152	KELLAR TIM	0000		INV	07/06/2021	May and June 2021			

	ACCOUNT DETAIL				LINE AMOUNT
1	660101	5599	CHNC CLK	OTHER CONT	6,486.00

6,486.00

CHECK TOTAL **6,486.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6152	KELLAR TIM	0000		INV	07/06/2021	ASHLEY M BENNETT			

	ACCOUNT DETAIL				LINE AMOUNT
1	001451	5413	INDIGENT	CRT APPT C	475.00

475.00

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	475.00		
8023	KENTWOOD SPRING WATER	0000	21002695	INV	07/06/2021	211595370023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001166 5593		JUST CT	WATER		4.75			
							4.75		
8023	KENTWOOD SPRING WATER	0000	21002722	INV	07/06/2021	211485370061			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001100 5593		SUPERVIS	WATER		9.50			
							9.50		
8023	KENTWOOD SPRING WATER	0000	21002553	INV	07/06/2021	211485370059			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001105 5593		TAX/COL	WATER		19.00			
							19.00		
8023	KENTWOOD SPRING WATER	0000	21002628	INV	07/06/2021	211595370022			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001200 5593		SHERIFF	WATER		52.25			
							52.25		
8023	KENTWOOD SPRING WATER	0000	21002745	INV	07/06/2021	211675370020			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 150300 5593		RD MNT	WATER		23.75			
							23.75		
8023	KENTWOOD SPRING WATER	0000	21002739	INV	07/06/2021	211675370015			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 097110 5593		EMER 911	WATER		19.00			
							19.00		
8023	KENTWOOD SPRING WATER	0000	21002741	INV	07/06/2021	211675370016			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001260 5593		EMA	WATER		9.50			
							9.50		
8023	KENTWOOD SPRING WATER	0000	21002808	INV	07/06/2021	211735370006			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001200 5593		SHERIFF	WATER		85.50			
							85.50		
8023	KENTWOOD SPRING WATER	0000		INV	07/06/2021	210635370058			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001631 5593		CNTY AGENT	WATER		4.75			
							4.75		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8023	KENTWOOD SPRING WATER	0000		INV	07/06/2021	210905370053			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001631 5593		CNTY AGENT WATER			9.50			
							9.50		
8023	KENTWOOD SPRING WATER	0000		INV	07/06/2021	211485370063			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001631 5593		CNTY AGENT WATER			14.25			
							14.25		
8023	KENTWOOD SPRING WATER	0000		INV	07/06/2021	210365370058			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001631 5593		CNTY AGENT WATER			4.75			
							4.75		
8023	KENTWOOD SPRING WATER	0000	21002897	INV	07/06/2021	211765370060			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001105 5593		TAX/COL WATER			23.75			
							23.75		
8023	KENTWOOD SPRING WATER	0000	21002904	INV	07/06/2021	211765370063			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001120 5593		CNTY ADMN WATER			14.25			
							14.25		
8023	KENTWOOD SPRING WATER	0000	21002911	INV	07/06/2021	211765370062			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001100 5593		SUPERVIS WATER			9.50			
							9.50		
						CHECK TOTAL	**304.00**		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	010041825 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5510		ANIM SHLT HEAT LIGHT			226.20			
							226.20		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	020219900 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS HEAT LIGHT			43.61			
							43.61		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	020002720 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS HEAT LIGHT			1.56			
							1.56		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	010092810 JUNE2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	010092410 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		77.04			
							77.04		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	010059250 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	010094800 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	010092500 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	010059260 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	020149625 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	020002700 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	010061810 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		25.00			
							25.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	020152100 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	010092551 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		92.08			
							92.08		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	02010976 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		47.64			
							47.64		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	010092600 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		96.60			
							96.60		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	010092550 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		281.12			
							281.12		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	010061800 JUNE21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		455.70			
							455.70		
						CHECK TOTAL	**1,746.55**		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	MAY 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 192251 5720		KILN VFD	PASS THRU		695.44			
							695.44		
						CHECK TOTAL	**695.44**		
913	KILN UTILITY & FIRE D	0000		INV	07/06/2021	May, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 192251 5720		KILN VFD	PASS THRU		2,181.63			
							2,181.63		
						CHECK TOTAL	**2,181.63**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9812	King Waste Services,	0000		INV	07/06/2021	8841			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5596		SHERIFF	WASTE SERV			95.00		
	2 001531 5596		RECREATION	WASTE SERV			300.00		
							395.00		
							CHECK TOTAL **395.00**		
9333	KIRK NECAISE	0001	21002567	INV	07/06/2021	50526			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5680		SHERIFF	TIRES AND			30.00		
							30.00		
9333	KIRK NECAISE	0001	21002568	INV	07/06/2021	50525			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5680		SHERIFF	TIRES AND			35.00		
							35.00		
9333	KIRK NECAISE	0001	21002569	INV	07/06/2021	50524			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5680		SHERIFF	TIRES AND			15.00		
							15.00		
9333	KIRK NECAISE	0001	21002854	INV	07/06/2021	51002			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5542		SHERIFF	REP-VEH			219.00		
							219.00		
9333	KIRK NECAISE	0001	21002855	INV	07/06/2021	50907			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5680		SHERIFF	TIRES AND			15.00		
							15.00		
9333	KIRK NECAISE	0001	21002859	INV	07/06/2021	51001			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5542		SHERIFF	REP-VEH			89.95		
	2 001200 5680		SHERIFF	TIRES AND			554.64		
							644.59		
9333	KIRK NECAISE	0001	21002860	INV	07/06/2021	51000			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5680		SHERIFF	TIRES AND			554.64		
							554.64		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9333	KIRK NECAISE	0001	21002816	INV	07/06/2021	50963			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5542		SHERIFF	REP-VEH			89.95		
	2 001200 5680		SHERIFF	TIRES AND			554.64		
							644.59		
9333	KIRK NECAISE	0001	21002817	INV	07/06/2021	50959			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5542		SHERIFF	REP-VEH			89.95		
	2 001200 5680		SHERIFF	TIRES AND			554.64		
							644.59		
9333	KIRK NECAISE	0001	21002954	INV	07/06/2021	51109			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5542		SHERIFF	REP-VEH			89.95		
	2 001200 5680		SHERIFF	TIRES AND			510.40		
							600.35		
9333	KIRK NECAISE	0001	21002955	INV	07/06/2021	51107			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5542		SHERIFF	REP-VEH			219.00		
							219.00		
9333	KIRK NECAISE	0001	21002956	INV	07/06/2021	51110			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5680		SHERIFF	TIRES AND			15.00		
							15.00		
9333	KIRK NECAISE	0001	21002957	INV	07/06/2021	51106			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5542		SHERIFF	REP-VEH			89.95		
	2 001200 5680		SHERIFF	TIRES AND			45.00		
							134.95		
						CHECK TOTAL	**3,771.71**		
9888	Lakeshore of Picayune	0000	21002505	INV	07/06/2021	PO# 21002505			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5542		SEAWALL	REP-VEH			491.69		
							491.69		
						CHECK TOTAL	**491.69**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1028	LEETOWN VOLUNTEER FIR	0001		INV	07/06/2021	May 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 195258 5720		LEE VFD	PASS THRU			1,085.95		
	2 195258 5793		LEE VFD	GAMING REV			2,181.63		
							3,267.58		
						CHECK TOTAL	**3,267.58**		
6848	LEWIS, KAREN	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5539		BLDS/GRNDS	JANITORIAL			50.00		
							50.00		
						CHECK TOTAL	**50.00**		
5294	LOWE'S CREDIT SERVICE	0000	21002623	INV	07/06/2021	PO# 21002623			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5643		RD MNT	HARDWARE,			18.96		
	2 150300 5646		RD MNT	LUMBER			75.99		
							94.95		
5294	LOWE'S CREDIT SERVICE	0000	21002606	INV	07/06/2021	PO# 21002606			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5641		IMP EXP	BLDG SUPP			38.79		
							38.79		
5294	LOWE'S CREDIT SERVICE	0000	21002654	INV	07/06/2021	PO# 21002654			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 025151 5641		Zeta- B&G	BLDG SUPP			30.18		
							30.18		
5294	LOWE'S CREDIT SERVICE	0000	21002703	INV	07/06/2021	PO# 21002703			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5641		SHERIFF	BLDG SUPP			18.87		
							18.87		
5294	LOWE'S CREDIT SERVICE	0000	21002688	INV	07/06/2021	PO# 21002688			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5641		BLDS/GRNDS	BLDG SUPP			29.42		
							29.42		
5294	LOWE'S CREDIT SERVICE	0000	21002556	INV	07/06/2021	PO# 21002556			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5644		RD MNT	SMALL TOOL			42.63		
	2 150300 5699		RD MNT	OTH CNS			28.42		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							71.05		
5294	LOWE'S CREDIT SERVICE	0000	21002774	INV	07/06/2021	PO# 21002774			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5641		BLDS/GRNDS	BLDG SUPP		22.71			
							22.71		
5294	LOWE'S CREDIT SERVICE	0000	21002755	INV	07/06/2021	PO # 21002755			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5641		IMP EXP	BLDG SUPP		104.45			
							104.45		
5294	LOWE'S CREDIT SERVICE	0000	21002758	INV	07/06/2021	po# 21002758			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 614220 5692		INMATE	CLOTHES &		769.50			
							769.50		
						CHECK TOTAL	**1,179.92**		
8921	MARIE L GREEN	0000		INV	07/06/2021	MAY21-JUNE18-2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5539		BLDS/GRNDS	JANITORIAL		100.00			
							100.00		
8921	MARIE L GREEN	0000		INV	07/06/2021	5-21-2021 TO 6-27-20			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5539		BLDS/GRNDS	JANITORIAL		150.00			
							150.00		
						CHECK TOTAL	**250.00**		
9659	MCKESSON MEDICAL SURG	0000	21002570	INV	07/06/2021	18219733			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 024200 5699		SHERIFF	OTH CNS		4,929.76			
							4,929.76		
9659	MCKESSON MEDICAL SURG	0000	21002701	INV	07/06/2021	18254168			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001222 5610		INM MED	PROFESSION		1,007.11			
							1,007.11		
9659	MCKESSON MEDICAL SURG	0000	21002724	INV	07/06/2021	18264285,18258782			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5696		IMP EXP	DRUGS & ME		1,499.00			
							1,499.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9659	MCKESSON MEDICAL SURG	0000	21002440	INV	07/06/2021	18201170,18207576			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001222 5610		INM MED	PROFESSION		778.63			
							778.63		
						CHECK TOTAL	**8,214.50**		
9689	MELISSA MICHELLE TAIL	0000		INV	07/06/2021	BRIAN STUTER			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		59.36			
							59.36		
9689	MELISSA MICHELLE TAIL	0000		INV	07/06/2021	LINDA LEWIS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		12.32			
							12.32		
9689	MELISSA MICHELLE TAIL	0000		INV	07/06/2021	CLARE BERNARD			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		13.44			
							13.44		
9689	MELISSA MICHELLE TAIL	0000		INV	07/06/2021	STEVEN DAVIS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5477		CORONER	TRAV VEH		6.16			
							6.16		
						CHECK TOTAL	**91.28**		
1128	MID-SOUTH UNIFORM	0001	21002196	INV	07/06/2021	617631			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5691		SHERIFF	UNIFORMS		560.00			
							560.00		
1128	MID-SOUTH UNIFORM	0001	21002512	INV	07/06/2021	617630			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5691		SHERIFF	UNIFORMS		100.18			
							100.18		
						CHECK TOTAL	**660.18**		
99998	ADAMS, JOEL	0000		INV	07/06/2021	ADAMS, JOEL			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		33.00			
							33.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**33.00**		
99998	ARRUDA BELLUCCI, AUDR	0000		INV	07/06/2021	ARRUDA BELLUCCI, AUD			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		25.00			
							25.00		
						CHECK TOTAL	**25.00**		
99998	BANASHAK, JORDAN	0000		INV	07/06/2021	BANASHAK, JORDAN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		27.00			
							27.00		
						CHECK TOTAL	**27.00**		
99998	BARBARA GRIFFITH	0000		INV	07/06/2021	SW#23146			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		20.00			
							20.00		
						CHECK TOTAL	**20.00**		
99998	BISHOP, CECELIA	0000		INV	07/06/2021	BISHOP, CECELIA			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		31.00			
							31.00		
						CHECK TOTAL	**31.00**		
99998	BLOUIN, CARL	0000		INV	07/06/2021	BLOUIN,CARL			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		29.00			
							29.00		
						CHECK TOTAL	**29.00**		
99998	BLUDWORTH, ROBERT	0000		INV	07/06/2021	BLUDWORTH, ROBERT			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		25.00			
							25.00		
						CHECK TOTAL	**25.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	BONANO, JESSICA	0000		INV	07/06/2021	BONANO, JESSICA			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		33.00			
							33.00		
						CHECK TOTAL	**33.00**		
99998	BOOTH, TANYA	0000		INV	07/06/2021	BOOTH, TANYA			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		27.00			
							27.00		
						CHECK TOTAL	**27.00**		
99998	BOT, AMANDA	0000		INV	07/06/2021	BOT, AMANDA			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		31.00			
							31.00		
						CHECK TOTAL	**31.00**		
99998	BREAUX, CHRISTOPHER	0000		INV	07/06/2021	BREAUX, CHRISTOPHER			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		31.00			
							31.00		
						CHECK TOTAL	**31.00**		
99998	BRELAND, ERIN	0000		INV	07/06/2021	BRELAND, ERIN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		39.00			
							39.00		
						CHECK TOTAL	**39.00**		
99998	BRENDA & STEVEN SPILL	0000		INV	07/06/2021	SW#20355			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		142.00			
							142.00		
						CHECK TOTAL	**142.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	BRODER, TIMOTHY	0000		INV	07/06/2021	BRODER, TIMOTHY			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		132.00			
							132.00		
						CHECK TOTAL	**132.00**		
99998	BRYCE WALKER	0000		INV	07/06/2021	7-25 TO 7-30-2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5476		SHERIFF	MEALS/LDG		306.00			
							306.00		
						CHECK TOTAL	**306.00**		
99998	CALICCHIO, THOMAS I	0000		INV	07/06/2021	CALICCHIO, THOMAS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		108.00			
							108.00		
						CHECK TOTAL	**108.00**		
99998	CARDIFF, MAUREEN	0000		INV	07/06/2021	CARDIFF, MAUREEN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		31.00			
							31.00		
						CHECK TOTAL	**31.00**		
99998	CARDINALE, CHENEA	0000		INV	07/06/2021	CARDINALE, CHENEA			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		30.00			
							30.00		
						CHECK TOTAL	**30.00**		
99998	CARL GIPSON	0000		INV	07/06/2021	7-25-20 TO 7-30-2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5476		SHERIFF	MEALS/LDG		306.00			
							306.00		
						CHECK TOTAL	**306.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	CHARLES EDDINS	0000		INV	07/06/2021	SW#22833			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		9.68			
							9.68		
						CHECK TOTAL	**9.68**		
99998	CHARLES HASKINS	0000		INV	07/06/2021	SW#12876			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		192.10			
							192.10		
						CHECK TOTAL	**192.10**		
99998	CHARLES SHOULDERS	0000		INV	07/06/2021	JULY 25 TO JULY 30,2			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5476		SHERIFF	MEALS/LDG		306.00			
							306.00		
						CHECK TOTAL	**306.00**		
99998	CHASE BYRD	0000		INV	07/06/2021	6-2-2021 TOO 6-3-202			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5476		MAPPING	MEALS/LDG		82.00			
							82.00		
						CHECK TOTAL	**82.00**		
99998	CLAYTON & JEANNETTE B	0000		INV	07/06/2021	SW#23103			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		36.75			
							36.75		
						CHECK TOTAL	**36.75**		
99998	COX, BEVERLY	0000		INV	07/06/2021	COX, BEVERLY			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		31.00			
							31.00		
						CHECK TOTAL	**31.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	CROSBY, ROBERT	0000		INV	07/06/2021	COSBY, ROBERT			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		31.00			
							31.00		
						CHECK TOTAL	**31.00**		
99998	CUEVAS, WILLIAM	0000		INV	07/06/2021	CUEVAS, WILLIAM			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		132.00			
							132.00		
						CHECK TOTAL	**132.00**		
99998	DAMIAN BERNARD	0000		INV	07/06/2021	SW#26352			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		10.00			
							10.00		
						CHECK TOTAL	**10.00**		
99998	DAVID & DEBRA FARGHER	0000		INV	07/06/2021	SW#23092			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		47.33			
							47.33		
						CHECK TOTAL	**47.33**		
99998	DAVID BATES	0000		INV	07/06/2021	SW#22785			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		86.57			
							86.57		
						CHECK TOTAL	**86.57**		
99998	DAVIS, LOGAN	0000		INV	07/06/2021	DAVIS, LOGAN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		140.00			
							140.00		
						CHECK TOTAL	**140.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	DEATHERAGE, MICHAEL	0000		INV	07/06/2021	DEATHERAGE, MICHAEL			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		33.00			
							33.00		
						CHECK TOTAL	**33.00**		
99998	DEDEAUX, HEATHER	0000		INV	07/06/2021	DEDEAUX, HEATHER			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		31.00			
							31.00		
						CHECK TOTAL	**31.00**		
99998	DONALD B BONNECARRER	0000		INV	07/06/2021	SW#03634			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		59.15			
							59.15		
						CHECK TOTAL	**59.15**		
99998	ELIZABETH & NICHOLAS	0000		INV	07/06/2021	SW#20757			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		11.83			
							11.83		
						CHECK TOTAL	**11.83**		
99998	ERIC MORAN	0000		INV	07/06/2021	ERIC MORAN JR			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5534		IMP EXP	RENT-OTH		108.88			
							108.88		
						CHECK TOTAL	**108.88**		
99998	ERSKINE, JOHN	0000		INV	07/06/2021	ERSKINE, JOHN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		29.00			
							29.00		
						CHECK TOTAL	**29.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	FLOWERS, GARY	0000		INV	07/06/2021	FLOWERS, GARY			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		124.00			
							124.00		
						CHECK TOTAL	**124.00**		
99998	FRALEIGH, IRMA	0000		INV	07/06/2021	FRALEIGH, IRMA			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		33.00			
							33.00		
						CHECK TOTAL	**33.00**		
99998	FROEBA, DENISE	0000		INV	07/06/2021	FROEBA, DENISE			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		27.00			
							27.00		
						CHECK TOTAL	**27.00**		
99998	GAMBLE, JAY	0000		INV	07/06/2021	GAMBLE, JAY			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		27.00			
							27.00		
						CHECK TOTAL	**27.00**		
99998	GEX, JENNIFER	0000		INV	07/06/2021	GEX, JENNIFER			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		33.00			
							33.00		
						CHECK TOTAL	**33.00**		
99998	GOODWIN, SARAH	0000		INV	07/06/2021	GOODWIN, SARAH			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		124.00			
							124.00		
						CHECK TOTAL	**124.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	GOSCINSKI, STEPHEN	0000		INV	07/06/2021	GOSCINSKI, STEPHEN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		100.00			
							100.00		
						CHECK TOTAL	**100.00**		
99998	GRAVES, KATHRYN	0000		INV	07/06/2021	GRAVES, KATHRYN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		29.00			
							29.00		
						CHECK TOTAL	**29.00**		
99998	GREGORY OR SUZANNE CR	0000		INV	07/06/2021	SW#20546			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		71.00			
							71.00		
						CHECK TOTAL	**71.00**		
99998	GRIFFIN, CAROLE	0000		INV	07/06/2021	GRIFFIN, CAROLE			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		124.00			
							124.00		
						CHECK TOTAL	**124.00**		
99998	GROS, SHELIA	0000		INV	07/06/2021	GROS, SHELIA			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		31.00			
							31.00		
						CHECK TOTAL	**31.00**		
99998	HALL, DAWN	0000		INV	07/06/2021	HALL, DAWN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		132.00			
							132.00		
						CHECK TOTAL	**132.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	HANCOCK COUNTY RENTAL	0000		INV	07/06/2021	6-16 TO 6-25,2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001000 4332		REVENUE	RENT		1,050.00			
							1,050.00		
						CHECK TOTAL	**1,050.00**		
99998	HARRY & YOLANDA FIFIE	0000		INV	07/06/2021	SW#22510			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		59.16			
							59.16		
						CHECK TOTAL	**59.16**		
99998	INGER PHILLIPS	0000		INV	07/06/2021	SW#13877			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		106.50			
							106.50		
						CHECK TOTAL	**106.50**		
99998	JAMES SAUCIER	0000		INV	07/06/2021	SW#19884			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		23.66			
							23.66		
						CHECK TOTAL	**23.66**		
99998	JAMIE ARNONA	0000		INV	07/06/2021	SW#15704			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		11.83			
							11.83		
						CHECK TOTAL	**11.83**		
99998	JANEY NASH	0000		INV	07/06/2021	SW#24574			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		11.83			
							11.83		
						CHECK TOTAL	**11.83**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	JASON BRYD	0000		INV	07/06/2021	JASON BRYD			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5476		SHERIFF	MEALS/LDG		336.00			
							336.00		
						CHECK TOTAL	**336.00**		
99998	JENNIFER AVERY	0000		INV	07/06/2021	YC#7824B**			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001163 4340		YOUTH CT	REFUNDS		375.00			
							375.00		
						CHECK TOTAL	**375.00**		
99998	JOHNNY MORRIS	0000		INV	07/06/2021	SW#20795			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		12.25			
							12.25		
						CHECK TOTAL	**12.25**		
99998	JORDAN, DAKOTA	0000		INV	07/06/2021	JORDAN, DAKOTA			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		33.00			
							33.00		
						CHECK TOTAL	**33.00**		
99998	JOSEPH NEHLIG	0000		INV	07/06/2021	SW#24702			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		24.50			
							24.50		
						CHECK TOTAL	**24.50**		
99998	KEARNS, MADELINE	0000		INV	07/06/2021	KEARNS, MADELINE			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		25.00			
							25.00		
						CHECK TOTAL	**25.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	KENNETH HERSHBERGER	0000		INV	07/06/2021	SW#21385			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		70.00			
							70.00		
						CHECK TOTAL	**70.00**		
99998	KOLSTAD, BRITTNEY	0000		INV	07/06/2021	KOLSTAD, BRITTNEY			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		31.00			
							31.00		
						CHECK TOTAL	**31.00**		
99998	LADNER, CALYNN	0000		INV	07/06/2021	LADNER, CALYNN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		132.00			
							132.00		
						CHECK TOTAL	**132.00**		
99998	LAFONTAINE, MEGAN	0000		INV	07/06/2021	LAFONTAINE, MEGAN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		27.00			
							27.00		
						CHECK TOTAL	**27.00**		
99998	LANA GRESHAM	0000		INV	07/06/2021	SW#26334			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		9.68			
							9.68		
						CHECK TOTAL	**9.68**		
99998	LANE VESTAL	0000		INV	07/06/2021	8-2 TO 9-3-2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5476		SHERIFF	MEALS/LDG		1,025.00			
							1,025.00		
						CHECK TOTAL	**1,025.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	LANIE ROUSSEL	0000		INV	07/06/2021	3-11-2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001163 5477		YOUTH CT	TRAV VEH		221.76			
							221.76		
						CHECK TOTAL	**221.76**		
99998	LEE, CAROLYN	0000		INV	07/06/2021	LEE, CAROLYN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		31.00			
							31.00		
						CHECK TOTAL	**31.00**		
99998	LEMAY, EUGENE	0000		INV	07/06/2021	LEMAY, EUGENE			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		108.00			
							108.00		
						CHECK TOTAL	**108.00**		
99998	LEMON, TAMARA	0000		INV	07/06/2021	LEMON, TAMARA			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		33.00			
							33.00		
						CHECK TOTAL	**33.00**		
99998	LILLIE & ROBERT MORTE	0000		INV	07/06/2021	SW#18673			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		47.32			
							47.32		
						CHECK TOTAL	**47.32**		
99998	M & W RENTAL PROPERTI	0000		INV	07/06/2021	SW#27031			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		82.81			
							82.81		
						CHECK TOTAL	**82.81**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	MARTIN, DINAH	0000		INV	07/06/2021	MARTIN, DINAH			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		35.00			
							35.00		
						CHECK TOTAL	**35.00**		
99998	MARY & RONNIE VAUGHN	0000		INV	07/06/2021	SW#25706			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		70.00			
							70.00		
						CHECK TOTAL	**70.00**		
99998	MCGEE, SARAH	0000		INV	07/06/2021	MCGEE, SARAH			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		37.00			
							37.00		
						CHECK TOTAL	**37.00**		
99998	MCGOWEN, JUDY	0000		INV	07/06/2021	MCGOWEN, JUDY			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		25.00			
							25.00		
						CHECK TOTAL	**25.00**		
99998	MORAN, JUDY	0000		INV	07/06/2021	MORAN, JUDY			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		29.00			
							29.00		
						CHECK TOTAL	**29.00**		
99998	MSME	0000		INV	07/06/2021	900104924			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001167 5561		CORONER	AUTOPSIES		2,150.00			
							2,150.00		
						CHECK TOTAL	**2,150.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	MUNNS, CAROLYN	0000		INV	07/06/2021	MUNNS, CAROLYN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		31.00			
							31.00		
						CHECK TOTAL	**31.00**		
99998	MUNSCH, TAMI	0000		INV	07/06/2021	MUNSCH, TAMI			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		33.00			
							33.00		
						CHECK TOTAL	**33.00**		
99998	NANCY KELLY	0000		INV	07/06/2021	6-16-2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001121 5477		FINANCE	TRAV VEH		27.66			
							27.66		
						CHECK TOTAL	**27.66**		
99998	NITTIANANDAN, RAJA	0000		INV	07/06/2021	NITTIANANDAN, RAJA			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		27.00			
							27.00		
						CHECK TOTAL	**27.00**		
99998	PARRISH, KYMBERLY	0000		INV	07/06/2021	PARRISH, KYMBERLY			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		25.00			
							25.00		
						CHECK TOTAL	**25.00**		
99998	PAT FRANCO	0000		INV	07/06/2021	SW#18099			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		70.00			
							70.00		
						CHECK TOTAL	**70.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	PAYNE, DONNA	0000		INV	07/06/2021	PAYNE, DONNA			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		40.00			
							40.00		
						CHECK TOTAL	**40.00**		
99998	PORTER, BRIAN	0000		INV	07/06/2021	PORTER, BRIAN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		116.00			
							116.00		
						CHECK TOTAL	**116.00**		
99998	POULTON, CAITLIN	0000		INV	07/06/2021	POULTON, CAITLIN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		31.00			
							31.00		
						CHECK TOTAL	**31.00**		
99998	RANDY & BRENDA LEDLO	0000		INV	07/06/2021	SW#03432			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		100.00			
							100.00		
						CHECK TOTAL	**100.00**		
99998	RICHARD SIGG	0000		INV	07/06/2021	SW#20206			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		11.83			
							11.83		
						CHECK TOTAL	**11.83**		
99998	ROBERT & CARLA MORGAN	0000		INV	07/06/2021	SW#24824			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		30.00			
							30.00		
						CHECK TOTAL	**30.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	ROBERT & SUSAN SCHAUT	0000		INV	07/06/2021	SW#24006			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		82.81			
							82.81		
						CHECK TOTAL	**82.81**		
99998	ROBERTS, ALLEN	0000		INV	07/06/2021	ROBERTS, ALLEN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		31.00			
							31.00		
						CHECK TOTAL	**31.00**		
99998	SID MIZELL	0000		INV	07/06/2021	SW#03643			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		59.16			
							59.16		
						CHECK TOTAL	**59.16**		
99998	SIMS, SHERRIE	0000		INV	07/06/2021	SIMS, SHERRIE			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001161 5575		CIRC CT	JURORS AND		100.00			
							100.00		
						CHECK TOTAL	**100.00**		
99998	SUNSTONE	0000		INV	07/06/2021	VOID 2017 TAX SALE			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001000 2110		REVENUE	Tax refund		41.94			
							41.94		
						CHECK TOTAL	**41.94**		
99998	THOMAS QUIGLEY	0000		INV	07/06/2021	SW#14488			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		100.00			
							100.00		
						CHECK TOTAL	**100.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	TIEN TSE REISCH	0000		INV	07/06/2021	SW#24846			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		11.00			
							11.00		
						CHECK TOTAL	**11.00**		
99998	TOR & KINTA M BAKKEN	0000		INV	07/06/2021	SW#05435			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		59.15			
							59.15		
						CHECK TOTAL	**59.15**		
99998	WILLIAM & SHARON WOOD	0000		INV	07/06/2021	SW#13111			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		90.00			
							90.00		
						CHECK TOTAL	**90.00**		
99998	WILLIAM PITCAIRN	0000		INV	07/06/2021	SW#23472			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		11.83			
							11.83		
						CHECK TOTAL	**11.83**		
99998	ZACHARY WOODHAMS	0000		INV	07/06/2021	SW#27917			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		135.52			
							135.52		
						CHECK TOTAL	**135.52**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1157	MS ASSOCIATION OF SUP	0000		INV	07/06/2021	2021-0185R			

ACCOUNT DETAIL					LINE AMOUNT
1	001100	5480	SUPERVIS	TRAINING	2,075.00
2	001105	5480	TAX/COL	TRAINING	495.00
3	001101	5480	CHANC CLK	TRAINING	495.00
4	001200	5480	SHERIFF	TRAINING	495.00
5	001121	5480	FINANCE	TRAINING	495.00
6	001100	5480	SUPERVIS	TRAINING	495.00
7	150300	5480	RD MNT	TRAINING	990.00
8	001220	5480	IMP EXP	TRAINING	495.00
9	001124	5480	GRANTS	TRAINING	123.75

6,158.75
CHECK TOTAL **6,158.75**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9789	MS Dept of Archives a	0000		INV	07/06/2021	MAY & JUNE, 2021			

ACCOUNT DETAIL					LINE AMOUNT
1	003100	5599	REC RET	OTHER CONT	240.50

240.50
CHECK TOTAL **240.50**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6475	MS DEPT OF PUBLIC SAF	0000		INV	07/06/2021	90104532			

ACCOUNT DETAIL					LINE AMOUNT
1	001200	5562	SHERIFF	EVIDENCE	840.00

840.00
CHECK TOTAL **840.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6475	MS DEPT OF PUBLIC SAF	0000		INV	07/06/2021	MAY 2021			

ACCOUNT DETAIL					LINE AMOUNT
1	650	2146	JUD ASSESS	MS CRM STP	388.00

388.00
CHECK TOTAL **388.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6475	MS DEPT OF PUBLIC SAF	0000		INV	07/06/2021	MAY, 2021**			

ACCOUNT DETAIL					LINE AMOUNT
1	650	2135	JUD ASSESS	MHP WIRELE	3,421.75

3,421.75
CHECK TOTAL **3,421.75**

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6475	MS DEPT OF PUBLIC SAF	0000		INV	07/06/2021	MAY, 2021***			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 650 2136		JUD ASSESSANALYTICAL			1,991.75			
							1,991.75		
						CHECK TOTAL	**1,991.75**		
9612	MS DEPT OF REVENUE	0000		INV	07/06/2021	4-UNDERCOVER RENEWAL			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5669		SHERIFF LIC TAGS			59.00			
							59.00		
						CHECK TOTAL	**59.00**		
4457	MS PRISON INDUSTRIES	0000	21002250	INV	07/06/2021	121688,121688-2			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 614220 5692		INMATE CLOTHES &			4,977.50			
							4,977.50		
						CHECK TOTAL	**4,977.50**		
1140	MS STATE UNIVERSITY E	0000		INV	07/06/2021	212311			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001631 5401		CNTY AGENTADMIN/MANA			1,115.61			
	2 001631 5409		CNTY AGENTOTHER PRO			1,175.78			
	3 001631 5404		CNTY AGENTCLERICAL			961.34			
	4 001631 5465		CNTY AGENTSTATE RETI			567.46			
	5 001631 5466		CNTY AGENTSOCIAL SEC			248.83			
	6 001631 5467		CNTY AGENTWORK COMP			7.74			
							4,076.76		
						CHECK TOTAL	**4,076.76**		
1154	MS VITAL RECORDS	0000		INV	07/06/2021	JAN. 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001400 5458		HEALTH VITAL STAT			89.00			
							89.00		
1154	MS VITAL RECORDS	0000		INV	07/06/2021	FEB. 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001400 5458		HEALTH VITAL STAT			95.00			
							95.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1154	MS VITAL RECORDS	0000		INV	07/06/2021	March 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001400 5458		HEALTH	VITAL STAT		106.00			
							106.00		
						CHECK TOTAL	**290.00**		
9725	MUNICIPAL EMERGENCY S	0000	21002619	INV	07/06/2021	1587067			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 112254 5711		IN-DIA VFD	VFD INS RE		666.70			
							666.70		
						CHECK TOTAL	**666.70**		
6751	NAPA AUTO & TRUCK PAR	0001	21002636	INV	07/06/2021	288439			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		71.73			
							71.73		
6751	NAPA AUTO & TRUCK PAR	0001	21002559	INV	07/06/2021	287805			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5674		RD MNT	LUBRICATIN		7.18			
	2 150300 5681		RD MNT	REPAIR & R		2.61			
							9.79		
6751	NAPA AUTO & TRUCK PAR	0001	21002746	INV	07/06/2021	289229			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5681		SHERIFF	REPAIR & R		164.40			
							164.40		
6751	NAPA AUTO & TRUCK PAR	0001	21002669	INV	07/06/2021	288728			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		23.39			
							23.39		
6751	NAPA AUTO & TRUCK PAR	0001	21002658	INV	07/06/2021	288769			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 012302 5644		GAM-FLEET	SMALL TOOL		13.54			
							13.54		
6751	NAPA AUTO & TRUCK PAR	0001	21002820	INV	07/06/2021	289741			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 170302 5681		VEH MNT	REPAIR & R		3.57			
	2 170302 5699		VEH MNT	OTH CNS		1.09			
							4.66		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6751	NAPA AUTO & TRUCK PAR	0001	21002809	INV	07/06/2021	289691			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5681		RD MNT	REPAIR & R			6.00		
							6.00		
6751	NAPA AUTO & TRUCK PAR	0001	21002919	INV	07/06/2021	290279			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5643		RD MNT	HARDWARE,			2.94		
	2 150300 5644		RD MNT	SMALL TOOL			37.06		
							40.00		
6751	NAPA AUTO & TRUCK PAR	0001	21002881	INV	07/06/2021	290181			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5681		MCLEOD PK	REPAIR & R			302.78		
							302.78		
6751	NAPA AUTO & TRUCK PAR	0001	21002941	INV	07/06/2021	290402			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5681		SHERIFF	REPAIR & R			53.34		
							53.34		
6751	NAPA AUTO & TRUCK PAR	0001	21002943	INV	07/06/2021	290403			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5681		SHERIFF	REPAIR & R			403.32		
							403.32		
6751	NAPA AUTO & TRUCK PAR	0001	21002921	INV	07/06/2021	290291			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001260 5680		EMA	TIRES AND			28.99		
							28.99		
						CHECK TOTAL	**1,121.94**		
9903	National Association	0000		INV	07/06/2021	20602			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5480		SHERIFF	TRAINING			495.00		
							495.00		
9903	National Association	0000		INV	07/06/2021	20601			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5480		SHERIFF	TRAINING			495.00		
							495.00		
9903	National Association	0000		INV	07/06/2021	20600			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5480		SHERIFF	TRAINING			495.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							495.00		
						CHECK TOTAL	**1,485.00**		
1260	NECAISE LOCKSMITH SER	0001	21002730	INV	07/06/2021	41192			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5641		BLDS/GRNDS	BLDG SUPP		24.50			
							24.50		
						CHECK TOTAL	**24.50**		
8542	NEOPOST USA INC	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001180 5501		ELECTIONS	POSTAGE AN		100.00			
	2 001180 5501		ELECTIONS	POSTAGE AN		100.00			
							200.00		
						CHECK TOTAL	**200.00**		
1270	NEWELL PAPER COMPANY	0000	21002590	INV	07/06/2021	4109472			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5645		BLDS/GRNDS	JANITORIAL		226.56			
							226.56		
1270	NEWELL PAPER COMPANY	0000	21002686	INV	07/06/2021	4110083			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5697		IMP EXP	KITCHEN SU		309.84			
							309.84		
1270	NEWELL PAPER COMPANY	0000	21002768	INV	07/06/2021	4110390			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5645		BLDS/GRNDS	JANITORIAL		75.52			
							75.52		
						CHECK TOTAL	**611.92**		
9794	Terrell A. Newell	0000	21002673	INV	07/06/2021	985979			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5635		RD MNT	TOPPING AN		320.00			
							320.00		
						CHECK TOTAL	**320.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4462	NORMA JEAN SOROE	0000		INV	07/06/2021	JUNE 8, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001160 5411		CHANC CT	REP		245.00			
							245.00		
						CHECK TOTAL	**245.00**		
4680	OFFICE DEPOT CREDIT P	0000	21002594	INV	07/06/2021	176709624001			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5690		IMP EXP	COMPUTER S		4,179.95			
							4,179.95		
						CHECK TOTAL	**4,179.95**		
9057	OMNI TECHNOLOGIES, LL	0000		INV	07/06/2021	9891			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5544		BLDS/GRNDS	MNT AG		177.51			
							177.51		
						CHECK TOTAL	**177.51**		
8850	PARISH TRACTOR SUPPLY	0000	21002564	INV	07/06/2021	01-168237			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5681		ARENA	REPAIR & R		97.34			
							97.34		
8850	PARISH TRACTOR SUPPLY	0000	21002620	INV	07/06/2021	01-168263			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		1,000.00			
							1,000.00		
8850	PARISH TRACTOR SUPPLY	0000	21002672	INV	07/06/2021	01-168793			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		208.92			
							208.92		
						CHECK TOTAL	**1,306.26**		
3523	PEARL RIVER COMMUNITY	0000		INV	07/06/2021	MAY 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 690550 5720		PR COLLEGE	PASS THRU		21,353.12			
							21,353.12		
						CHECK TOTAL	**21,353.12**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8778	PETHEALTH SERVICES US	0000	21002549	INV	07/06/2021	siun13921190			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001411 5699		ANIM SHLT	OTH CNS			3,990.00		
							3,990.00		
						CHECK TOTAL	**3,990.00**		
8778	PETHEALTH SERVICES US	0000		INV	07/06/2021	139211			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001411 5699		ANIM SHLT	OTH CNS			3.99		
							3.99		
						CHECK TOTAL	**3.99**		
8962	PHILIP'S PEST CONTROL	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001412 5757		MOS CNTRL	MOSQUITO C			14,566.67		
							14,566.67		
						CHECK TOTAL	**14,566.67**		
7049	PIKE INC	0000		INV	07/06/2021	611			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5544		BLDS/GRNDS	MNT AG			1,350.00		
							1,350.00		
						CHECK TOTAL	**1,350.00**		
2528	POST 58 FIRE DISTRICT	0000		INV	07/06/2021	May 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 197266 5720		58 VFD	PASS THRU			1,358.77		
	2 197266 5793		58 VFD	GAMING REV			2,181.63		
							3,540.40		
						CHECK TOTAL	**3,540.40**		
9359	POWER SYSTEMS OF MS	0000	21002877	INV	07/06/2021	9380			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5540		BLDS/GRNDS	MAINTENANC			500.00		
							500.00		
9359	POWER SYSTEMS OF MS	0000	21002391	INV	07/06/2021	9377			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5544		BLDS/GRNDS	MNT AG			2,425.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							2,425.00		
						CHECK TOTAL	**2,925.00**		
7549	PRECISION DELTA CORP.	0000	21002507	INV	07/06/2021	20374			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5619		SHERIFF	AMMUNITION		1,188.40			
							1,188.40		
						CHECK TOTAL	**1,188.40**		
8980	PRESTON J. MAUFFRAY	0000		INV	07/06/2021	MAY, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001160 5550		CHANC CT	LEGAL FEES		1,695.00			
							1,695.00		
						CHECK TOTAL	**1,695.00**		
1403	PUCKETT MACHINERY COM	0000	21002554	INV	07/06/2021	C5465447			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		119.13			
							119.13		
1403	PUCKETT MACHINERY COM	0000	21002667	INV	07/06/2021	C5465852			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		73.90			
							73.90		
1403	PUCKETT MACHINERY COM	0000	21002850	INV	07/06/2021	C5466289			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		128.43			
							128.43		
						CHECK TOTAL	**321.46**		
1403	PUCKETT MACHINERY COM	0001	21002555	INV	07/06/2021	C5465556			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		323.24			
							323.24		
						CHECK TOTAL	**323.24**		
9781	Quadient Finance USA,	0000		INV	07/06/2021	may/june 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001166 5501		JUST CT	POSTAGE AN		340.00			

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							340.00		
						CHECK TOTAL	**340.00**		
9834	Quadient Finance USA,	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001180 5501		ELECTIONS	POSTAGE AN		601.00			
							601.00		
						CHECK TOTAL	**601.00**		
9825	Quadient Leasing USA,	0000		INV	07/06/2021	N8929288			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001101 5533		CHANC CLK	RENT-OFF		245.97			
							245.97		
						CHECK TOTAL	**245.97**		
9825	Quadient Leasing USA,	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5501		MAPPING	POSTAGE AN		1,076.46			
							1,076.46		
						CHECK TOTAL	**1,076.46**		
9782	Quest Diagnostics Lab	0000		INV	07/06/2021	608678			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001222 5609		INM MED	SOFTWARE		424.00			
							424.00		
						CHECK TOTAL	**424.00**		
1433	RED CROSS - MS GULF C	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001461 5701		RED CROSS	APPROP		833.33			
							833.33		
						CHECK TOTAL	**833.33**		
9123	REDD PEST SOLUTIONS	0000		INV	07/06/2021	770085			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5580		BLDS/GRNDS	MOSQUITO		858.00			
							858.00		
						CHECK TOTAL	**858.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6617	REDWOOD TOXICOLOGY LA	0002	21002668	INV	07/06/2021	744298			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001164 5610		Fam court	PROFESSION			650.56		
							650.56		
						CHECK TOTAL	**650.56**		
6617	REDWOOD TOXICOLOGY LA	0003	21002348	INV	07/06/2021	742694			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001163 5594		YOUTH CT	DRUG TESTI			139.75		
							139.75		
6617	REDWOOD TOXICOLOGY LA	0003		CRM	07/06/2021	725703 CREDIT			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001163 5594		YOUTH CT	DRUG TESTI			-138.55		
							-138.55		
						CHECK TOTAL	**1.20**		
8486	REGION XII COMM	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001401 5756		GULF MH	GULF COAST			27,679.92		
							27,679.92		
						CHECK TOTAL	**27,679.92**		
8701	REINHART FOOD SERVICE	0000	21002618	INV	07/06/2021	692043			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5694		IMP EXP	FOOD-PRIS			4,167.59		
							4,167.59		
8701	REINHART FOOD SERVICE	0000	21002529	INV	07/06/2021	688296			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5694		IMP EXP	FOOD-PRIS			3,351.84		
							3,351.84		
8701	REINHART FOOD SERVICE	0000	21002674	INV	07/06/2021	696115			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5692		IMP EXP	CLOTHES &			133.70		
							133.70		
8701	REINHART FOOD SERVICE	0000	21002592	INV	07/06/2021	690712			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5694		IMP EXP	FOOD-PRIS			51.92		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							51.92		
8701	REINHART FOOD SERVICE	0000	21002360	INV	07/06/2021	679756			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5694		IMP EXP	FOOD-PRIS			3,562.81		
							3,562.81		
8701	REINHART FOOD SERVICE	0000	21002791	INV	07/06/2021	701475			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5694		IMP EXP	FOOD-PRIS			4,596.14		
							4,596.14		
8701	REINHART FOOD SERVICE	0000	21002879	INV	07/06/2021	696079			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5694		IMP EXP	FOOD-PRIS			4,647.97		
							4,647.97		
						CHECK TOTAL	**20,511.97**		
8952	RJ YOUNG COMPANY	0001		INV	07/06/2021	4280434			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001101 5533		CHANC CLK	RENT-OFF			148.69		
							148.69		
						CHECK TOTAL	**148.69**		
9885	Robert Luke & Associa	0000		INV	07/06/2021	4909-03			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5563		BLDS/GRNDS	ARCHITECT			2,426.47		
							2,426.47		
						CHECK TOTAL	**2,426.47**		
8820	RODGER WESLEY MCREE	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5599		IMP EXP	OTHER CONT			1,584.00		
							1,584.00		
						CHECK TOTAL	**1,584.00**		
1480	RSVP	0001		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001452 5751		RSVP	R.S.V.P.			404.17		
							404.17		
						CHECK TOTAL	**404.17**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9049	S&L OFFICE SUPPLIES	0000	21002707	INV	07/06/2021	89748			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 032200 5699		SHERIFF	OTH CNS			48.01		
							48.01		
9049	S&L OFFICE SUPPLIES	0000	21002711	INV	07/06/2021	89781			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5639		SEAWALL	SIGNS			73.80		
							73.80		
9049	S&L OFFICE SUPPLIES	0000	21002691	INV	07/06/2021	89726			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5603		IMP EXP	OFFICE SUP			84.99		
							84.99		
9049	S&L OFFICE SUPPLIES	0000	21002587	INV	07/06/2021	89576			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001161 5603		CIRC CT	OFFICE SUP			28.22		
							28.22		
9049	S&L OFFICE SUPPLIES	0000	21002725	INV	07/06/2021	89809			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001160 5603		CHANC CT	OFFICE SUP			75.84		
							75.84		
9049	S&L OFFICE SUPPLIES	0000	21002723	INV	07/06/2021	89810			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001160 5603		CHANC CT	OFFICE SUP			97.80		
							97.80		
9049	S&L OFFICE SUPPLIES	0000	21002509	INV	07/06/2021	89371,89457			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001154 5603		VET SVCS	OFFICE SUP			56.92		
							56.92		
9049	S&L OFFICE SUPPLIES	0000	21002597	INV	07/06/2021	89503			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5645		BLDS/GRNDS	JANITORIAL			138.99		
							138.99		
9049	S&L OFFICE SUPPLIES	0000	21002573	INV	07/06/2021	89427			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5603		SHERIFF	OFFICE SUP			49.17		
							49.17		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9049	S&L OFFICE SUPPLIES	0000	21002557	INV	07/06/2021	89461			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 096153 5603		MAPPING	OFFICE SUP			214.97		
							214.97		
9049	S&L OFFICE SUPPLIES	0000	21002767	INV	07/06/2021	89869			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5645		BLDS/GRNDS	JANITORIAL			199.44		
							199.44		
9049	S&L OFFICE SUPPLIES	0000	21002697	INV	07/06/2021	89887			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5645		IMP EXP	JANITORIAL			108.40		
							108.40		
9049	S&L OFFICE SUPPLIES	0000	21002841	INV	07/06/2021	90039			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001163 5603		YOUTH CT	OFFICE SUP			34.32		
							34.32		
9049	S&L OFFICE SUPPLIES	0000	21002797	INV	07/06/2021	89940			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001160 5603		CHANC CT	OFFICE SUP			59.06		
							59.06		
9049	S&L OFFICE SUPPLIES	0000	21002796	INV	07/06/2021	89941			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001160 5603		CHANC CT	OFFICE SUP			78.14		
							78.14		
9049	S&L OFFICE SUPPLIES	0000	21002798	INV	07/06/2021	89934			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001160 5603		CHANC CT	OFFICE SUP			46.35		
							46.35		
9049	S&L OFFICE SUPPLIES	0000	21002799	INV	07/06/2021	89942			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001160 5603		CHANC CT	OFFICE SUP			34.08		
							34.08		
9049	S&L OFFICE SUPPLIES	0000	21002726	INV	07/06/2021	89873			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001160 5603		CHANC CT	OFFICE SUP			72.24		
							72.24		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9049	S&L OFFICE SUPPLIES	0000	21002358	INV	07/06/2021	88917			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001631 5603		CNTY AGENTOFFICE SUP			47.78			
							47.78		
9049	S&L OFFICE SUPPLIES	0000	21002822	INV	07/06/2021	90040			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5603		RD MNT OFFICE SUP			89.98			
							89.98		
9049	S&L OFFICE SUPPLIES	0000	21002781	INV	07/06/2021	90053			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5645		IMP EXP JANITORIAL			273.64			
							273.64		
9049	S&L OFFICE SUPPLIES	0000	21002830	INV	07/06/2021	90054			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5603		SHERIFF OFFICE SUP			60.12			
							60.12		
9049	S&L OFFICE SUPPLIES	0000	21002937	INV	07/06/2021	90152			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5692		IMP EXP CLOTHES &			182.20			
							182.20		
9049	S&L OFFICE SUPPLIES	0000	21002936	INV	07/06/2021	90151			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5645		IMP EXP JANITORIAL			968.40			
							968.40		
9049	S&L OFFICE SUPPLIES	0000	21002923	INV	07/06/2021	90123			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001166 5603		JUST CT OFFICE SUP			202.83			
							202.83		
9049	S&L OFFICE SUPPLIES	0000	21002898	INV	07/06/2021	90082			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001169 5603		CA-PROS OFFICE SUP			35.59			
							35.59		
9049	S&L OFFICE SUPPLIES	0000	21002826	INV	07/06/2021	89969			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001163 5645		YOUTH CT JANITORIAL			18.22			
							18.22		
						CHECK TOTAL	**3,379.50**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9481	SAFEGUARD BUSINESS SY	0001	21002489	INV	07/06/2021	034573365			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5603		SHERIFF	OFFICE SUP		369.44			
							369.44		
						CHECK TOTAL	**369.44**		
7171	SANICO, INC	0000		INV	07/06/2021	53867			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001166 5539		JUST CT	JANITORIAL		35.60			
							35.60		
7171	SANICO, INC	0000		INV	07/06/2021	53866			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5539		IMP EXP	JANITORIAL		36.80			
							36.80		
7171	SANICO, INC	0000		INV	07/06/2021	53872			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5539		BLDS/GRNDS	JANITORIAL		29.15			
							29.15		
7171	SANICO, INC	0000		INV	07/06/2021	49792			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5539		BLDS/GRNDS	JANITORIAL		29.15			
							29.15		
7171	SANICO, INC	0000		INV	07/06/2021	51818			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5539		BLDS/GRNDS	JANITORIAL		29.15			
							29.15		
7171	SANICO, INC	0000		INV	07/06/2021	55938			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001166 5539		JUST CT	JANITORIAL		35.60			
							35.60		
7171	SANICO, INC	0000		INV	07/06/2021	55923			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5539		BLDS/GRNDS	JANITORIAL		26.60			
							26.60		
7171	SANICO, INC	0000		INV	07/06/2021	55937			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5539		IMP EXP	JANITORIAL		36.80			
							36.80		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7171	SANICO, INC	0000		INV	07/06/2021	57982			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5539		BLDS/GRNDS	JANITORIAL			29.15		
							29.15		
7171	SANICO, INC	0000		INV	07/06/2021	55947			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5539		BLDS/GRNDS	JANITORIAL			29.15		
							29.15		
7171	SANICO, INC	0000		INV	07/06/2021	57976			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5539		IMP EXP	JANITORIAL			36.80		
							36.80		
7171	SANICO, INC	0000		INV	07/06/2021	57961			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5539		BLDS/GRNDS	JANITORIAL			26.60		
							26.60		
7171	SANICO, INC	0000		INV	07/06/2021	57977			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001166 5539		JUST CT	JANITORIAL			35.60		
							35.60		
7171	SANICO, INC	0000		INV	07/06/2021	59631			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5539		BLDS/GRNDS	JANITORIAL			26.60		
							26.60		
7171	SANICO, INC	0000		INV	07/06/2021	59645			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5539		IMP EXP	JANITORIAL			36.80		
							36.80		
7171	SANICO, INC	0000		INV	07/06/2021	59646			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001166 5539		JUST CT	JANITORIAL			35.60		
							35.60		
						CHECK TOTAL	**515.15**		
9306	SCI, INC	0000		INV	07/06/2021	#1			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5911		SEAWALL	CIP			38,197.18		
							38,197.18		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**38,197.18**		
9902	Scott M Schaefer	0000		INV	07/06/2021	1140			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001125 5556		INFO TECH PROF FEES				275.00		
							275.00		
						CHECK TOTAL	**275.00**		
9366	SEAL INVESTMENTS, INC	0000	21002543	INV	07/06/2021	2115			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5698		MCLEOD PK VN MACH				250.00		
							250.00		
9366	SEAL INVESTMENTS, INC	0000	21002604	INV	07/06/2021	2017			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5698		MCLEOD PK VN MACH				250.00		
							250.00		
9366	SEAL INVESTMENTS, INC	0000	21002684	INV	07/06/2021	2018			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5698		MCLEOD PK VN MACH				262.50		
							262.50		
9366	SEAL INVESTMENTS, INC	0000	21002705	INV	07/06/2021	2019			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5698		MCLEOD PK VN MACH				182.50		
							182.50		
9366	SEAL INVESTMENTS, INC	0000	21002928	INV	07/06/2021	2020			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5698		MCLEOD PK VN MACH				262.50		
							262.50		
						CHECK TOTAL	**1,207.50**		
8228	SECURITY ZONE, LLC	0000		INV	07/06/2021	70023			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001411 5544		ANIM SHLT MNT AG				20.00		
							20.00		
8228	SECURITY ZONE, LLC	0000		INV	07/06/2021	70066			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5544		BLDS/GRNDS MNT AG				25.00		
							25.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**45.00**		
9340	SHALE ENERGY SUPPORT	0000	21002630	INV	07/06/2021	12181, 12155			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5631		RD MNT	GRAV/SHL		5,908.00			
							5,908.00		
						CHECK TOTAL	**5,908.00**		
4766	SHARE CORPORATION	0000	21002632	INV	07/06/2021	170287			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5641		IMP EXP	BLDG SUPP		225.00			
							225.00		
4766	SHARE CORPORATION	0000	21002744	INV	07/06/2021	171085			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5645		IMP EXP	JANITORIAL		225.00			
							225.00		
						CHECK TOTAL	**450.00**		
9252	SHERI D. HOKAMP	0000	21002353	INV	07/06/2021	21-0004			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5480		EMER 911	TRAINING		1,200.00			
							1,200.00		
						CHECK TOTAL	**1,200.00**		
5693	SHERWIN WILLIAMS	0000	21002869	INV	07/06/2021	PO# 21002869			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5642		BLDS/GRNDS	PAINTS		339.40			
							339.40		
						CHECK TOTAL	**339.40**		
4554	SIRCHIE ACQUISITION C	0000	21002660	INV	07/06/2021	0499871			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5613		SHERIFF	ENF SUPPL		390.90			
							390.90		
						CHECK TOTAL	**390.90**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4455	SLADE'S	0000	21002603	INV	07/06/2021	47874			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5698		MCLEOD PK VN MACH				103.50		
							103.50		
4455	SLADE'S	0000	21002762	INV	07/06/2021	48060			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5698		MCLEOD PK VN MACH				327.10		
							327.10		
						CHECK TOTAL	**430.60**		
8201	SLIDELL ARMY SURPLUS	0000	21002463	INV	07/06/2021	210606			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001201 5691		RES ACAD UNIFORMS				89.96		
							89.96		
8201	SLIDELL ARMY SURPLUS	0000	21002464	INV	07/06/2021	210506			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5613		SHERIFF ENF SUPPL				1,098.00		
							1,098.00		
8201	SLIDELL ARMY SURPLUS	0000	21002336	INV	07/06/2021	210906			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5613		SHERIFF ENF SUPPL				216.78		
							216.78		
8201	SLIDELL ARMY SURPLUS	0000	21002461	INV	07/06/2021	210806			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5691		SHERIFF UNIFORMS				598.50		
							598.50		
8201	SLIDELL ARMY SURPLUS	0000	21002462	INV	07/06/2021	210406			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5691		SHERIFF UNIFORMS				264.25		
							264.25		
8201	SLIDELL ARMY SURPLUS	0000	21002465	INV	07/06/2021	210706			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5691		SHERIFF UNIFORMS				194.00		
							194.00		
8201	SLIDELL ARMY SURPLUS	0000	21002475	INV	07/06/2021	211506			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5691		SHERIFF UNIFORMS				291.00		
							291.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8201	SLIDELL ARMY SURPLUS	0000	21002815	INV	07/06/2021	210621			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5691		SHERIFF	UNIFORMS			533.50		
							533.50		
8201	SLIDELL ARMY SURPLUS	0000	21002811	INV	07/06/2021	211606			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5691		SHERIFF	UNIFORMS			2,783.00		
							2,783.00		
8201	SLIDELL ARMY SURPLUS	0000	21002814	INV	07/06/2021	712021 (210806)			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5691		SHERIFF	UNIFORMS			298.50		
							298.50		
						CHECK TOTAL	**6,367.49**		
1594	SOIL & WATER CONSERVA	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001630 5701		SOIL CONS	APPROP			9,541.67		
							9,541.67		
						CHECK TOTAL	**9,541.67**		
2406	SOUTH MISSISSIPPI BUS	0000	21002642	INV	07/06/2021	394737			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001260 5549		EMA	EQPT SVC			125.00		
							125.00		
						CHECK TOTAL	**125.00**		
1611	SOUTHERN PIPE & SUPPL	0001	21002626	INV	07/06/2021	5450519-00			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5641		BLDS/GRNDS	BLDG SUPP			124.00		
							124.00		
1611	SOUTHERN PIPE & SUPPL	0001	21002757	INV	07/06/2021	5491096-00			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5643		BLDS/GRNDS	HARDWARE,			24.92		
							24.92		
1611	SOUTHERN PIPE & SUPPL	0001	21002292	INV	07/06/2021	5340787-00			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5699		BLDS/GRNDS	OTH CNS			58.24		
							58.24		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**207.16**		
1612	SOUTHERN PRINTING	0000	21002472	INV	07/06/2021	21-2271			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001201 5691		RES ACAD	UNIFORMS		128.00			
							128.00		
1612	SOUTHERN PRINTING	0000	21002285	INV	07/06/2021	21-2269			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5691		SHERIFF	UNIFORMS		578.00			
							578.00		
1612	SOUTHERN PRINTING	0000	21002613	INV	07/06/2021	21-2439			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001222 5691		INM MED	UNIFORMS		1,067.75			
							1,067.75		
						CHECK TOTAL	**1,773.75**		
6704	SOUTHERN TIRE MART,LL	0000	21002715	INV	07/06/2021	2500071187			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5680		RD MNT	TIRES AND		138.39			
							138.39		
6704	SOUTHERN TIRE MART,LL	0000	21002736	INV	07/06/2021	2500071189			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5680		MCLEOD PK	TIRES AND		231.66			
							231.66		
6704	SOUTHERN TIRE MART,LL	0000	21002737	INV	07/06/2021	2500071190			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5680		ARENA	TIRES AND		196.88			
							196.88		
6704	SOUTHERN TIRE MART,LL	0000	21002833	INV	07/06/2021	2500071966			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5542		RD MNT	REP-VEH		100.00			
	2 150300 5680		RD MNT	TIRES AND		604.00			
	3 150300 5681		RD MNT	REPAIR & R		36.00			
							740.00		
						CHECK TOTAL	**1,306.93**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9219	NORTH GULF GROUP, INC	0001	21002643	INV	07/06/2021	190831			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5539		BLDS/GRNDS	JANITORIAL			1,223.20		
							1,223.20		
						CHECK TOTAL	**1,223.20**		
5949	STATEWIDE APPRAISAL S	0000		INV	07/06/2021	5924			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 096153 5556		MAPPING	PROF FEES			2,720.00		
							2,720.00		
						CHECK TOTAL	**2,720.00**		
1657	STRIBLING EQUIPMENT	0000	21002572	INV	07/06/2021	7053134:01			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5681		RD MNT	REPAIR & R			68.26		
							68.26		
1657	STRIBLING EQUIPMENT	0000	21002699	INV	07/06/2021	7053197:01			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5681		RD MNT	REPAIR & R			980.78		
							980.78		
						CHECK TOTAL	**1,049.04**		
3186	SUN COAST/CLAYS BUS S	0000	21002490	INV	07/06/2021	1283135-0			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 096153 5603		MAPPING	OFFICE SUP			673.69		
							673.69		
3186	SUN COAST/CLAYS BUS S	0000	21002611	INV	07/06/2021	1283849-0			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5645		RECREATION	JANITORIAL			599.76		
							599.76		
3186	SUN COAST/CLAYS BUS S	0000	21002610	INV	07/06/2021	1283850-0			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5645		BLDS/GRNDS	JANITORIAL			367.01		
							367.01		
3186	SUN COAST/CLAYS BUS S	0000	21002588	INV	07/06/2021	1283746-0			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5645		SEAWALL	JANITORIAL			57.60		
							57.60		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
3186	SUN COAST/CLAYS BUS S	0000	21002596	INV	07/06/2021	1283794-0			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5645		BLDS/GRNDS	JANITORIAL			62.57		
							62.57		
3186	SUN COAST/CLAYS BUS S	0000	21002765	INV	07/06/2021	1284942-0			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5645		SEAWALL	JANITORIAL			43.20		
							43.20		
3186	SUN COAST/CLAYS BUS S	0000	21002771	INV	07/06/2021	1284960-0			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5645		BLDS/GRNDS	JANITORIAL			106.92		
							106.92		
3186	SUN COAST/CLAYS BUS S	0000	21002769	INV	07/06/2021	1284951-0			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5645		BLDS/GRNDS	JANITORIAL			72.51		
							72.51		
3186	SUN COAST/CLAYS BUS S	0000	21002840	INV	07/06/2021	1285295-0			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001163 5603		YOUTH CT	OFFICE SUP			112.47		
							112.47		
3186	SUN COAST/CLAYS BUS S	0000	21002942	INV	07/06/2021	1285894-0			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5645		IMP EXP	JANITORIAL			193.70		
							193.70		
3186	SUN COAST/CLAYS BUS S	0000	21002891	INV	07/06/2021	1285649-0			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001166 5645		JUST CT	JANITORIAL			34.91		
							34.91		
3186	SUN COAST/CLAYS BUS S	0000	21002773	INV	07/06/2021	1285067-0			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001166 5603		JUST CT	OFFICE SUP			26.00		
							26.00		
3186	SUN COAST/CLAYS BUS S	0000	21002920	INV	07/06/2021	1285752-0			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5645		MCLEOD PK	JANITORIAL			144.00		
	2 001531 5645		RECREATION	JANITORIAL			399.24		
							543.24		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
3186	SUN COAST/CLAYS BUS S	0000	21002914	INV	07/06/2021	1285724-0			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5645		SEAWALL	JANITORIAL		194.94			
							194.94		
						CHECK TOTAL	**3,088.52**		
8973	SUNSOUTH LLC	0000	21002222	INV	07/06/2021	3928922			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5681		MCLEOD PK	REPAIR & R		50.76			
							50.76		
8973	SUNSOUTH LLC	0000	21001546	INV	07/06/2021	3863523			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5681		RD MNT	REPAIR & R		383.14			
							383.14		
						CHECK TOTAL	**433.90**		
9900	The ADT Security Corp	0000		INV	07/06/2021	139928481			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5544		IMP EXP	MNT AG		3,750.00			
							3,750.00		
						CHECK TOTAL	**3,750.00**		
9456	THE CLAY FIRM	0000		INV	07/06/2021	70121			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001100 5556		SUPERVIS	PROF FEES		2,000.00			
							2,000.00		
						CHECK TOTAL	**2,000.00**		
8721	THE SOLUTIONS TEAM IN	0000		INV	07/06/2021	25704			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5544		INFO TECH	MNT AG		2,215.00			
							2,215.00		
						CHECK TOTAL	**2,215.00**		
9786	The Travelers Compani	0001		INV	07/06/2021	000596582			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5550		SHERIFF	LEGAL FEES		231.00			
							231.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**231.00**		
8693	TNT LEWIS INCORPORATE	0000	21002662	INV	07/06/2021	58193			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5698		MCLEOD PK VN MACH				770.00		
							770.00		
8693	TNT LEWIS INCORPORATE	0000	21002780	INV	07/06/2021	58244			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001260 5673		EMA LP GAS				550.00		
							550.00		
8693	TNT LEWIS INCORPORATE	0000	21002523	INV	07/06/2021	57838			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5673		RECREATION LP GAS				110.00		
							110.00		
8693	TNT LEWIS INCORPORATE	0000	21002852	INV	07/06/2021	58278			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5673		RECREATION LP GAS				77.00		
							77.00		
						CHECK TOTAL	**1,507.00**		
5428	TODD N THRIFFILEY	0000		INV	07/06/2021	5-29 - 6-25-2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001165 5477		LUNACY TRAV VEH				56.00		
							56.00		
						CHECK TOTAL	**56.00**		
7149	TRANE U.S. INC	0000	21002645	INV	07/06/2021	10287237			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5641		BLDS/GRNDS BLDG SUPP				199.00		
	2 001151 5643		BLDS/GRNDS HARDWARE,				2,564.92		
							2,763.92		
						CHECK TOTAL	**2,763.92**		
9777	TYLER TECHNOLOGIES, I	0001		INV	07/06/2021	045-333068			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 012100 5922		GAM-SUP OTH>5000				1,920.00		
							1,920.00		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9777	TYLER TECHNOLOGIES, I	0001		INV	07/06/2021	045-332297			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 012100 5922		GAM-SUP	OTH>5000		1,920.00			
							1,920.00		
9777	TYLER TECHNOLOGIES, I	0001		INV	07/06/2021	045-325706			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 012100 5922		GAM-SUP	OTH>5000		3,000.00			
							3,000.00		
9777	TYLER TECHNOLOGIES, I	0001		INV	07/06/2021	045-325189			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 012100 5922		GAM-SUP	OTH>5000		2,560.00			
							2,560.00		
9777	TYLER TECHNOLOGIES, I	0001		INV	07/06/2021	045-326511			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 012100 5922		GAM-SUP	OTH>5000		1,280.00			
							1,280.00		
9777	TYLER TECHNOLOGIES, I	0001		INV	07/06/2021	045-329194			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 012100 5922		GAM-SUP	OTH>5000		3,840.00			
							3,840.00		
9777	TYLER TECHNOLOGIES, I	0001		INV	07/06/2021	045-331514			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 012100 5922		GAM-SUP	OTH>5000		640.00			
							640.00		
9777	TYLER TECHNOLOGIES, I	0001		INV	07/06/2021	045-334575			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 012100 5922		GAM-SUP	OTH>5000		3,200.00			
							3,200.00		
9777	TYLER TECHNOLOGIES, I	0001		INV	07/06/2021	045-335942			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 012100 5922		GAM-SUP	OTH>5000		640.00			
							640.00		
9777	TYLER TECHNOLOGIES, I	0001		INV	07/06/2021	045-332080			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 012100 5922		GAM-SUP	OTH>5000		640.00			
							640.00		
						CHECK TOTAL	**19,640.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8789	UNITED PIPING INC	0000	21001898	INV	07/06/2021	T2378			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5540		IMP EXP	MAINTENANC		4,000.00			
							4,000.00		
						CHECK TOTAL	**4,000.00**		
9146	UNIVERSITY OF NORTH F	0001		INV	07/06/2021	POLICE1A-ALTAMONTE -			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5480		SHERIFF	TRAINING		895.00			
							895.00		
						CHECK TOTAL	**895.00**		
9887	Valley Veterinary Cli	0000	21002473	INV	07/06/2021	ORDER# 15100427-1			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5699		ANIM SHLT	OTH CNS		750.00			
							750.00		
						CHECK TOTAL	**750.00**		
9716	VISA	0000		INV	07/06/2021	JUNE, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5476		SHERIFF	MEALS/LDG		359.49			
							359.49		
						CHECK TOTAL	**359.49**		
9716	VISA	0000		INV	07/06/2021	JUNE 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5476		IMP EXP	MEALS/LDG		361.34			
							361.34		
						CHECK TOTAL	**361.34**		
9716	VISA	0000		INV	07/06/2021	JUNE, 2021*			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5479		IMP EXP	TRAV CARR		1,774.37			
	2 001220 5476		IMP EXP	MEALS/LDG		119.90			
	3 096153 5476		MAPPING	MEALS/LDG		378.00			
	4 001100 5476		SUPERVIS	MEALS/LDG		2,079.00			
							4,351.27		
						CHECK TOTAL	**4,351.27**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
5601	WARREN PAVING	0000	21002534	INV	07/06/2021	45523			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5647		RD MNT	LIMESTONE		1,359.97			
							1,359.97		
						CHECK TOTAL	**1,359.97**		
5601	WARREN PAVING	0001	21002849	INV	07/06/2021	46587			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5647		RD MNT	LIMESTONE		1,414.53			
							1,414.53		
						CHECK TOTAL	**1,414.53**		
7684	WAVELAND FIRE DEPARTM	0000		INV	07/06/2021	May 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 119257 5793		WAVE GAM	GAMING REV		2,181.66			
							2,181.66		
						CHECK TOTAL	**2,181.66**		
1802	WEST HANCOCK F D	0000		INV	07/06/2021	May 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 198255 5720		WEST VFD	PASS THRU		729.54			
	2 198255 5793		WEST VFD	GAMING REV		2,181.63			
							2,911.17		
						CHECK TOTAL	**2,911.17**		
8930	WRIGHT NATIONAL FLOOD	0000		INV	07/06/2021	231150842735			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5570		BLDS/GRNDS	INSURANCE		23,178.00			
							23,178.00		
8930	WRIGHT NATIONAL FLOOD	0000		INV	07/06/2021	23115059498			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5570		BLDS/GRNDS	INSURANCE		5,289.00			
							5,289.00		
						CHECK TOTAL	**28,467.00**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8930	WRIGHT NATIONAL FLOOD	0000		INV	07/06/2021	3558810			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5570		BLDS/GRNDS	INSURANCE		2,833.00			
							2,833.00		
						CHECK TOTAL	**2,833.00**		
8930	WRIGHT NATIONAL FLOOD	0000		INV	07/06/2021	3558896			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5570		BLDS/GRNDS	INSURANCE		3,282.00			
							3,282.00		
						CHECK TOTAL	**3,282.00**		
8930	WRIGHT NATIONAL FLOOD	0000		INV	07/06/2021	3558745			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5570		BLDS/GRNDS	INSURANCE		2,265.00			
							2,265.00		
						CHECK TOTAL	**2,265.00**		
9148	YARBOROUGH LAW FIRM,	0000		INV	07/06/2021	5-10 TO 6-29-2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001100 5550		SUPERVIS	LEGAL FEES		14,904.00			
							14,904.00		
						CHECK TOTAL	**14,904.00**		
8888	ZOETIS LLC	0000	21002825	INV	07/06/2021	PO#21002825			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5696		ANIM SHLT	DRUGS & ME		1,847.50			
							1,847.50		
						CHECK TOTAL	**1,847.50**		
8888	ZOETIS LLC	0000	21002369	INV	07/06/2021	9013434955			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5699		ANIM SHLT	OTH CNS		382.50			
							382.50		
						CHECK TOTAL	**382.50**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9399	ZONES, INC	0000	21002491	INV	07/06/2021	K17380400101			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 108105 5919		INT/TAX	F&E<5000		304.37			
							304.37		
9399	ZONES, INC	0000	21002439	INV	07/06/2021	K17341140101			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001164 5919		Fam court	F&E<5000		930.35			
							930.35		
9399	ZONES, INC	0000	21002330	INV	07/06/2021	K17306520101			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 012125 5919		GAM-IT	F&E<5000		930.35			
							930.35		
9399	ZONES, INC	0000	21002253	INV	07/06/2021	K17247770104			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 108105 5919		INT/TAX	F&E<5000		997.04			
							997.04		
						CHECK TOTAL	**3,162.11**		

825	**INVOICES**	**WARRANT TOTAL**	**1,717,554.21**	**1,717,554.21**
		CASH ACCOUNT BALANCE		**47,444,534.58**

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Preliminary Check Run Summary

CHECK RUN: 070621 07/06/2021
DUE DATE: 07/06/2021

FUND	ORG		ACCOUNT		AMOUNT	AVLB BUDGET
001	001000	GENERAL FUND REV	001-00-000-00-001-2110-	Tax Collector Refunds	41.94	
001	001000	GENERAL FUND REV	001-00-000-00-001-4332-	RENT	1,050.00	0.00
001	001100	BOARD OF SUPERVISORS	001-10-100-00-000-5476-	MEALS AND LODGING	2,079.00	8,834.38
001	001100	BOARD OF SUPERVISORS	001-10-100-00-000-5480-	TRAINING & SEMINARS	2,570.00	3,340.00
001	001100	BOARD OF SUPERVISORS	001-10-100-00-000-5502-	TELEPHONE SERVICE	103.12	270.38
001	001100	BOARD OF SUPERVISORS	001-10-100-00-000-5533-	RENTAL OF OFFICE EQUI	234.00	41.01
001	001100	BOARD OF SUPERVISORS	001-10-100-00-000-5544-	MAINTENANCE AGREEMENT	32.81	53.17
001	001100	BOARD OF SUPERVISORS	001-10-100-00-000-5550-	LEGAL FEES	16,244.00	12,796.66
001	001100	BOARD OF SUPERVISORS	001-10-100-00-000-5552-	MEDICAL FEES	1,716.75	4,543.80
001	001100	BOARD OF SUPERVISORS	001-10-100-00-000-5556-	PROFESSIONAL FEES & O	2,000.00	7,622.26
001	001100	BOARD OF SUPERVISORS	001-10-100-00-000-5593-	WATER	19.00	268.25
001	001100	BOARD OF SUPERVISORS	001-10-100-00-000-5599-	OTHER CONTRACTUAL SER	176.15	6,014.81
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5480-	TRAINING & SEMINARS	495.00	255.00
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5533-	RENTAL OF OFFICE EQUI	1,445.11	1,143.82
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5544-	MAINTENANCE AGREEMENT	396.80	3,408.38
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5671-	GASOLINE	42.66	436.14
001	001102	CIRCUIT CLERK'S DEPAR	001-10-102-00-000-5544-	MAINTENANCE AGREEMENT	105.00	455.00
001	001105	TAX ASSESSOR/COLLECTO	001-10-105-00-000-5480-	TRAINING & SEMINARS	495.00	60.00
001	001105	TAX ASSESSOR/COLLECTO	001-10-105-00-000-5533-	RENTAL OF OFFICE EQUI	753.00	1,098.89
001	001105	TAX ASSESSOR/COLLECTO	001-10-105-00-000-5544-	MAINTENANCE AGREEMENT	146.99	137.41
001	001105	TAX ASSESSOR/COLLECTO	001-10-105-00-000-5593-	WATER	42.75	149.50
001	001120	COUNTY ADMINISTRATOR	001-10-120-00-000-5593-	WATER	14.25	115.00
001	001121	FINANCE DEPARTMENT	001-10-121-00-000-5477-	TRAVEL IN PRIVATE VEH	27.66	0.34
001	001121	FINANCE DEPARTMENT	001-10-121-00-000-5480-	TRAINING & SEMINARS	495.00	917.50
001	001121	FINANCE DEPARTMENT	001-10-121-00-000-5533-	RENTAL OF OFFICE EQUI	485.37	81.30
001	001121	FINANCE DEPARTMENT	001-10-121-00-000-5544-	MAINTENANCE AGREEMENT	672.96	1,489.92
001	001121	FINANCE DEPARTMENT	001-10-121-00-000-5603-	OFFICE SUPPLIES	77.97	2,135.74
001	001122	PURCHASING DEPARTMENT	001-10-122-00-000-5533-	RENTAL OF OFFICE EQUI	128.72	142.62
001	001122	PURCHASING DEPARTMENT	001-10-122-00-000-5544-	MAINTENANCE AGREEMENT	1.29	1,203.11
001	001124	GRANT MANAGEMENT	001-10-124-00-000-5480-	TRAINING & SEMINARS	123.75	813.75
001	001125	IT DEPARTMENT	001-10-125-00-000-5544-	MAINTENANCE AGREEMENT	4,015.00	6,324.65
001	001125	IT DEPARTMENT	001-10-125-00-000-5556-	PROFESSIONAL FEES & O	275.00	45,230.00
001	001125	IT DEPARTMENT	001-10-125-00-000-5671-	GASOLINE	67.12	1,496.14
001	001150	SUPT OF EDUCATION DEP	001-10-150-00-000-5721-	PRIVILEGE PASS THRU	3,151.31	5,477.26
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5502-	TELEPHONE SERVICE	51.56	25,224.58
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5504-	INTERNET SERVICES	822.60	3,025.72
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5510-	HEAT LIGHT POWER GAS	10,457.50	17,226.64
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5539-	JANITORIAL CONTRACTUR	2,011.25	10,208.10
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5540-	MAINTENANCE OF BUILDI	500.00	38,898.35
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5544-	MAINTENANCE AGREEMENT	3,977.51	9,957.47

Report generated: 07/01/2021 11:38:11
User: Nancy Kelly (NKelly)
Program ID: apwarrnt

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5563-	ARCHITECT FEES	2,426.47	4,400.48
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5570-	INSURANCE & FIDELITY	83,997.25	-40,484.15
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5580-	MOSQUITO AND PEST CON	858.00	2,598.00
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5592-	LAUNDRY SERVICE	329.70	1,242.22
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5603-	OFFICE SUPPLIES	45.89	45.93
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5641-	BUILDING REPAIRS & SU	879.80	9,175.45
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5642-	PAINTS & PRESERVATIVE	339.40	515.20
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5643-	HARDWARE, PLUMBING &	3,188.90	9,977.16
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5644-	SMALL TOOLS	86.09	1,122.00
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5645-	JANITORIAL SUPPLIES	1,322.42	3,036.00
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5646-	LUMBER	135.64	2,454.96
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5648-	FERTILIZER, SEED & PO	20.09	712.74
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5671-	GASOLINE	2,868.23	4,030.00
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5672-	DIESEL FUEL	83.57	177.23
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5675-	ANTIFREEZE, STARTER F	27.89	31.21
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5681-	REPAIR & REPLACEMENT	74.73	4,953.86
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5691-	UNIFORMS	19.99	235.11
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5699-	OTHER CONSUMABLE SUPP	85.30	104.86
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5922-	OTHER CAPITAL OUTLAY	141,041.04	519,062.32
001	001154	VETERAN SERVICE OFFIC	001-10-154-00-000-5603-	OFFICE SUPPLIES	56.92	-5.42
001	001160	CHANCERY COURT	001-10-160-00-000-5411-	COURT REPORTERS	245.00	20,367.99
001	001160	CHANCERY COURT	001-10-160-00-000-5477-	TRAVEL IN PRIVATE VEH	300.16	1,676.22
001	001160	CHANCERY COURT	001-10-160-00-000-5550-	LEGAL FEES	1,695.00	2,351.78
001	001160	CHANCERY COURT	001-10-160-00-000-5603-	OFFICE SUPPLIES	736.59	7,063.93
001	001161	CIRCUIT COURT	001-10-161-00-000-5533-	RENTAL OF OFFICE EQUI	274.84	1,428.21
001	001161	CIRCUIT COURT	001-10-161-00-000-5544-	MAINTENANCE AGREEMENT	1,873.00	2,596.87
001	001161	CIRCUIT COURT	001-10-161-00-000-5550-	LEGAL FEES	1,250.00	560.29
001	001161	CIRCUIT COURT	001-10-161-00-000-5575-	JURORS AND WITNESS FE	2,823.00	28,434.78
001	001161	CIRCUIT COURT	001-10-161-00-000-5603-	OFFICE SUPPLIES	28.22	1,702.98
001	001162	COUNTY COURT	001-10-162-00-000-5919-	FURNITURE & EQUIP < $	1,531.99	423.02
001	001163	YOUTH COURT	001-10-163-00-000-4340-	REFUNDS	375.00	0.00
001	001163	YOUTH COURT	001-10-163-00-000-5477-	TRAVEL IN PRIVATE VEH	221.76	1,269.52
001	001163	YOUTH COURT	001-10-163-00-000-5502-	TELEPHONE SERVICE	51.56	1,396.70
001	001163	YOUTH COURT	001-10-163-00-000-5533-	RENTAL OF OFFICE EQUI	227.70	707.85
001	001163	YOUTH COURT	001-10-163-00-000-5544-	MAINTENANCE AGREEMENT	67.03	256.34
001	001163	YOUTH COURT	001-10-163-00-000-5594-	DRUG TESTING	276.20	1,365.86
001	001163	YOUTH COURT	001-10-163-00-000-5599-	OTHER CONTRACTUAL SER	1,377.25	8,493.50
001	001163	YOUTH COURT	001-10-163-00-000-5603-	OFFICE SUPPLIES	146.79	177.31
001	001163	YOUTH COURT	001-10-163-00-000-5645-	JANITORIAL SUPPLIES	18.22	1.31
001	001163	YOUTH COURT	001-10-163-00-000-5671-	GASOLINE	73.96	202.55
001	001164	Family Drug Court	001-10-164-00-000-5610-	PROFESSIONAL SUPPLIES	650.56	15,390.20
001	001164	Family Drug Court	001-10-164-00-000-5919-	FURNITURE & EQUIP < $	930.35	542.35
001	001165	LUNACY DEPT	001-10-165-00-000-5442-	CHAN CT COMMITMENT FE	2,700.00	11,450.00
001	001165	LUNACY DEPT	001-10-165-00-000-5477-	TRAVEL IN PRIVATE VEH	56.00	285.50
001	001166	JUSTICE COURT	001-10-166-00-000-5501-	POSTAGE AND BOX RENT	340.00	3,761.31

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

001	001166	JUSTICE COURT	001-10-166-00-000-5533-	RENTAL OF OFFICE EQUI	119.59	92.60
001	001166	JUSTICE COURT	001-10-166-00-000-5539-	JANITORIAL CONTRACTUR	142.40	269.20
001	001166	JUSTICE COURT	001-10-166-00-000-5544-	MAINTENANCE AGREEMENT	457.17	2,829.45
001	001166	JUSTICE COURT	001-10-166-00-000-5593-	WATER	4.75	52.50
001	001166	JUSTICE COURT	001-10-166-00-000-5603-	OFFICE SUPPLIES	384.29	3,667.19
001	001166	JUSTICE COURT	001-10-166-00-000-5645-	JANITORIAL SUPPLIES	34.91	278.14
001	001167	CORONER AND RANGER	001-10-167-00-000-5443-	CORONERS INQUEST FEES	1,050.00	-4,757.65
001	001167	CORONER AND RANGER	001-10-167-00-000-5477-	TRAVEL IN PRIVATE VEH	1,084.16	52.80
001	001167	CORONER AND RANGER	001-10-167-00-000-5502-	TELEPHONE SERVICE	24.77	324.21
001	001167	CORONER AND RANGER	001-10-167-00-000-5561-	INQUEST & AUTOPSIES	2,772.00	9,861.88
001	001168	DISTRICT ATTORNEY'S O	001-10-168-00-000-5533-	RENTAL OF OFFICE EQUI	276.10	559.00
001	001169	COUNTY ATTORNEY-PROSE	001-10-169-00-000-5603-	OFFICE SUPPLIES	35.59	269.34
001	001180	ELECTIONS	001-10-180-00-000-5501-	POSTAGE AND BOX RENT	801.00	668.77
001	001180	ELECTIONS	001-10-180-00-000-5533-	RENTAL OF OFFICE EQUI	300.00	306.78
001	001180	ELECTIONS	001-10-180-00-000-5544-	MAINTENANCE AGREEMENT	48.32	1,417.49
001	001200	SHERIFF	001-20-200-00-000-5476-	MEALS AND LODGING	2,638.49	2,996.23
001	001200	SHERIFF	001-20-200-00-000-5480-	TRAINING & SEMINARS	3,525.00	10,137.00
001	001200	SHERIFF	001-20-200-00-000-5542-	VEHICLE REPAIRS	1,347.75	3,099.91
001	001200	SHERIFF	001-20-200-00-000-5550-	LEGAL FEES	231.00	14,851.77
001	001200	SHERIFF	001-20-200-00-000-5556-	PROFESSIONAL FEES & O	600.00	950.00
001	001200	SHERIFF	001-20-200-00-000-5562-	EVIDENCE TESTING	840.00	2,920.00
001	001200	SHERIFF	001-20-200-00-000-5593-	WATER	193.63	488.62
001	001200	SHERIFF	001-20-200-00-000-5596-	WASTE SERVICE	95.00	256.00
001	001200	SHERIFF	001-20-200-00-000-5603-	OFFICE SUPPLIES	519.73	1,344.53
001	001200	SHERIFF	001-20-200-00-000-5613-	LAW ENFORCEMENT SUPPL	4,063.76	16,074.07
001	001200	SHERIFF	001-20-200-00-000-5619-	AMMUNITION	1,188.40	-113.26
001	001200	SHERIFF	001-20-200-00-000-5641-	BUILDING REPAIRS & SU	18.87	164.57
001	001200	SHERIFF	001-20-200-00-000-5669-	LICENSE TAGS	59.00	142.00
001	001200	SHERIFF	001-20-200-00-000-5671-	GASOLINE	14,026.56	47,458.24
001	001200	SHERIFF	001-20-200-00-000-5680-	TIRES AND TUBES	2,883.96	5,894.40
001	001200	SHERIFF	001-20-200-00-000-5681-	REPAIR & REPLACEMENT	6,794.68	-313.86
001	001200	SHERIFF	001-20-200-00-000-5691-	UNIFORMS	6,383.93	3,958.86
001	001200	SHERIFF	001-20-200-00-000-5699-	OTHER CONSUMABLE SUPP	68.06	841.45
001	001201	RESERVE ACADEMY	001-20-201-00-000-5691-	UNIFORMS	217.96	547.50
001	001205	PATROLLING NASA	001-20-205-00-000-5671-	GASOLINE	844.94	17,697.52
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5476-	MEALS AND LODGING	481.24	539.57
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5479-	TRAVEL IN PUBLIC CARR	1,774.37	0.63
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5480-	TRAINING & SEMINARS	495.00	1,884.20
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5510-	HEAT LIGHT POWER GAS	18,243.14	97,072.35
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5533-	RENTAL OF OFFICE EQUI	1,157.03	1,757.27
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5534-	RENTALS	108.88	0.12
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5539-	JANITORIAL CONTRACTUR	147.20	637.60
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5540-	MAINTENANCE OF BUILDI	4,000.00	14,481.36
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5544-	MAINTENANCE AGREEMENT	4,562.49	14,029.99
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5599-	OTHER CONTRACTUAL SER	3,180.00	33,574.20

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5603-	OFFICE SUPPLIES	84.99	125.69
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5641-	BUILDING REPAIRS & SU	368.24	3,661.74
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5645-	JANITORIAL SUPPLIES	2,742.24	3,212.68
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5690-	COMPUTER SUPPLIES	4,179.95	197.05
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5692-	CLOTHES & DRY GOODS F	315.90	1,373.66
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5694-	FOOD FOR PRISONERS	21,393.90	67,382.91
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5696-	DRUGS & MEDICINE	1,499.00	14,765.83
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5697-	SUPPLIES FOR KITCHEN	309.84	381.68
001	001222	INMATE MEDICAL	001-20-222-00-000-5556-	PROFESSIONAL FEES & O	1,500.00	2,944.24
001	001222	INMATE MEDICAL	001-20-222-00-000-5609-	SOFTWARE	424.00	519.86
001	001222	INMATE MEDICAL	001-20-222-00-000-5610-	PROFESSIONAL SUPPLIES	1,785.74	890.70
001	001222	INMATE MEDICAL	001-20-222-00-000-5691-	UNIFORMS	1,512.75	29.29
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5502-	TELEPHONE SERVICE	94.58	1,091.45
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5533-	RENTAL OF OFFICE EQUI	403.89	732.90
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5544-	MAINTENANCE AGREEMENT	195.65	2,127.56
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5549-	EQUIPMENT SERVICING	125.00	375.00
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5593-	WATER	9.50	84.75
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5671-	GASOLINE	1,453.26	3,658.04
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5673-	LP GAS	550.00	480.00
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5680-	TIRES AND TUBES	28.99	1,182.80
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5681-	REPAIR & REPLACEMENT	145.49	670.90
001	001262	CONSTABLES	001-20-262-00-000-5502-	TELEPHONE SERVICE	103.12	167.30
001	001306	BSL ADD'L PRIVILEGE	001-30-306-00-000-5721-	PRIVILEGE PASS THRU	124.07	156.62
001	001308	WAVELAND-ADD'L PRIVIL	001-30-308-00-000-5721-	PRIVILEGE PASS THRU	160.11	175.79
001	001333	MARINA	001-30-333-00-000-5510-	HEAT LIGHT POWER GAS	1,883.41	8,341.97
001	001400	HEALTH DEPARTMENT	001-40-400-00-000-5458-	VITAL STATISTICS	290.00	-98.00
001	001400	HEALTH DEPARTMENT	001-40-400-00-000-5701-	APPROPRIATIONS	6,250.00	12,500.00
001	001401	GULF COAST MENTAL HEA	001-40-401-00-000-5756-	GULF COAST MENTAL HEA	27,679.92	116,575.48
001	001411	ANIMAL SHELTER	001-40-411-00-000-5510-	HEAT LIGHT POWER GAS	226.20	3,789.64
001	001411	ANIMAL SHELTER	001-40-411-00-000-5533-	RENTAL OF OFFICE EQUI	97.59	60.10
001	001411	ANIMAL SHELTER	001-40-411-00-000-5544-	MAINTENANCE AGREEMENT	38.41	514.01
001	001411	ANIMAL SHELTER	001-40-411-00-000-5552-	MEDICAL FEES	3,416.67	15,905.08
001	001411	ANIMAL SHELTER	001-40-411-00-000-5599-	OTHER CONTRACTUAL SER	3,375.00	0.00
001	001411	ANIMAL SHELTER	001-40-411-00-000-5641-	BUILDING REPAIRS & SU	93.00	56.33
001	001411	ANIMAL SHELTER	001-40-411-00-000-5671-	GASOLINE	445.58	1,519.74
001	001411	ANIMAL SHELTER	001-40-411-00-000-5696-	DRUGS & MEDICINE	4,648.00	2,149.19
001	001411	ANIMAL SHELTER	001-40-411-00-000-5699-	OTHER CONSUMABLE SUPP	5,126.49	1,246.51
001	001412	MOSQUITO CONTROL	001-40-412-00-000-5757-	MOSQUITO CONTROL	14,566.67	52,350.99
001	001451	INDIGENT CASES	001-40-451-00-000-5413-	CRT APPT CUSTODIAL FE	475.00	5,857.40
001	001451	INDIGENT CASES	001-40-451-00-000-5550-	LEGAL FEES	337.50	2,420.35
001	001452	R.S.V.P.	001-40-452-00-000-5751-	R.S.V.P.	404.17	808.30
001	001453	HUMAN RESOURCES AGENC	001-40-453-00-000-5703-	HCHRA SENIOR PROGRAMS	44,223.25	19,282.50
001	001453	HUMAN RESOURCES AGENC	001-40-453-00-000-5704-	HCHRA - YOUTH PROGRAM	34,000.00	0.00
001	001453	HUMAN RESOURCES AGENC	001-40-453-00-000-5759-	HCHRA - ADMINISTRATIV	33,912.75	0.00
001	001461	RED CROSS	001-40-461-00-000-5701-	APPROPRIATIONS	833.33	1,666.70

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

001	001465	HUMAN RES AGENCY-BREN	001-40-465-00-000-5599-	OTHER CONTRACTUAL SER	24,909.00	0.00
001	001500	HANCOCK COUNTY LIBRAR	001-50-500-00-000-5720-	PASS THRU	100,333.33	401,333.36
001	001524	SOCCERPLEX	001-50-524-00-000-5701-	APPROPRIATIONS	4,000.00	0.00
001	001530	MCLEOD PARK	001-50-530-00-000-5502-	TELEPHONE SERVICE	70.35	119.70
001	001530	MCLEOD PARK	001-50-530-00-000-5510-	HEAT LIGHT POWER GAS	1,297.16	-5,480.57
001	001530	MCLEOD PARK	001-50-530-00-000-5533-	RENTAL OF OFFICE EQUI	66.00	140.00
001	001530	MCLEOD PARK	001-50-530-00-000-5544-	MAINTENANCE AGREEMENT	5.20	170.78
001	001530	MCLEOD PARK	001-50-530-00-000-5643-	HARDWARE, PLUMBING &	279.75	620.58
001	001530	MCLEOD PARK	001-50-530-00-000-5645-	JANITORIAL SUPPLIES	144.00	376.63
001	001530	MCLEOD PARK	001-50-530-00-000-5671-	GASOLINE	1,352.12	484.81
001	001530	MCLEOD PARK	001-50-530-00-000-5672-	DIESEL FUEL	126.26	582.50
001	001530	MCLEOD PARK	001-50-530-00-000-5680-	TIRES AND TUBES	231.66	371.06
001	001530	MCLEOD PARK	001-50-530-00-000-5681-	REPAIR & REPLACEMENT	1,412.50	886.92
001	001530	MCLEOD PARK	001-50-530-00-000-5698-	VENDING MACHINES	3,599.92	13.75
001	001531	RECREATION DEPARTMENT	001-50-531-00-000-5510-	HEAT LIGHT POWER GAS	4,171.25	32,294.67
001	001531	RECREATION DEPARTMENT	001-50-531-00-000-5530-	RENTAL OF BLDG & LAND	26,222.85	0.15
001	001531	RECREATION DEPARTMENT	001-50-531-00-000-5544-	MAINTENANCE AGREEMENT	15,458.75	43,312.50
001	001531	RECREATION DEPARTMENT	001-50-531-00-000-5596-	WASTE SERVICE	300.00	484.00
001	001531	RECREATION DEPARTMENT	001-50-531-00-000-5641-	BUILDING REPAIRS & SU	1,310.72	1,434.92
001	001531	RECREATION DEPARTMENT	001-50-531-00-000-5645-	JANITORIAL SUPPLIES	999.00	2,658.27
001	001531	RECREATION DEPARTMENT	001-50-531-00-000-5671-	GASOLINE	1,252.44	772.85
001	001531	RECREATION DEPARTMENT	001-50-531-00-000-5673-	LP GAS	187.00	2,055.50
001	001630	SOIL CONSERVATION	001-60-630-00-000-5701-	APPROPRIATIONS	9,541.67	19,083.30
001	001631	COUNTY AGENT	001-60-631-00-000-5401-	ADMIN/MANAGERIAL/FORE	1,115.61	2,066.65
001	001631	COUNTY AGENT	001-60-631-00-000-5404-	SALARIES/OFFICE CLERI	961.34	2,758.45
001	001631	COUNTY AGENT	001-60-631-00-000-5409-	OTHER PROFESSIONAL SA	1,175.78	4,579.25
001	001631	COUNTY AGENT	001-60-631-00-000-5465-	STATE RETIREMENT MATC	567.46	2,266.15
001	001631	COUNTY AGENT	001-60-631-00-000-5466-	SOCIAL SECURITY MATCH	248.83	992.58
001	001631	COUNTY AGENT	001-60-631-00-000-5467-	WORKERS COMPENSATION	7.74	145.23
001	001631	COUNTY AGENT	001-60-631-00-000-5533-	RENTAL OF OFFICE EQUI	211.68	483.20
001	001631	COUNTY AGENT	001-60-631-00-000-5593-	WATER	33.25	19.25
001	001631	COUNTY AGENT	001-60-631-00-000-5603-	OFFICE SUPPLIES	47.78	332.70
001	001675	BUILDING DEPARTMENT	001-70-675-00-000-5502-	TELEPHONE SERVICE	103.12	403.28
001	001675	BUILDING DEPARTMENT	001-70-675-00-000-5533-	RENTAL OF OFFICE EQUI	196.52	435.32
001	001675	BUILDING DEPARTMENT	001-70-675-00-000-5544-	MAINTENANCE AGREEMENT	706.02	3,517.20
001	001675	BUILDING DEPARTMENT	001-70-675-00-000-5671-	GASOLINE	173.18	663.32
001	001679	CHAMBER OF COMMERCE	001-70-679-00-000-5776-	APPROPRIATION CHAMBER	1,333.33	2,666.70
				FUND TOTAL	**827,913.24**	

CASH ACCOUNT 999 1002 BALANCE 47,444,534.58

003	003100	RECORD RETENTION	003-10-100-00-000-5599-	OTHER CONTRACTUAL SER	240.50	3,402.50
				FUND TOTAL	**240.50**	

CASH ACCOUNT 999 1002 BALANCE 47,444,534.58

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

012	012100	GAMING-BOARD OF SUPER	012-10-100-00-000-5701-	APPROPRIATIONS	32,083.33	5,166.70
012	012100	GAMING-BOARD OF SUPER	012-10-100-00-000-5922-	OTHER CAPITAL OUTLAY	19,640.00	62,480.00
012	012125	GAMING-INFORMATION TE	012-10-125-00-000-5919-	FURNITURE & EQUIP < $	930.35	22,314.51
012	012302	GAMING-VEHICLE MAINTE	012-30-302-00-000-5644-	SMALL TOOLS	13.54	1,169.69
012	012523	GAMING-MULTIPURPOSE A	012-50-523-00-000-5922-	OTHER CAPITAL OUTLAY	1,250.00	18,750.00
				FUND TOTAL	**53,917.22**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**47,444,534.58**		
024	024125	IT DEPARTMENT	024-10-125-00-000-5919-	FURNITURE & EQUIP < $	10,286.80	-41,842.15
024	024200	SHERIFF	024-20-200-00-000-5699-	OTHER CONSUMABLE SUPP	4,929.76	-4,929.72
				FUND TOTAL	**15,216.56**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**47,444,534.58**		
025	025151	Hurricane Zeta- B&G	025-10-151-00-000-5641-	BUILDING REPAIRS & SU	30.18	-53.02
				FUND TOTAL	**30.18**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**47,444,534.58**		
032	032200	SHERIFF	032-20-200-00-000-5699-	OTHER CONSUMABLE SUPP	48.01	355.27
				FUND TOTAL	**48.01**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**47,444,534.58**		
037	037312	WATERSHED-STORMWATER	037-30-312-00-000-5555-	ENGINEERING FEES	16,774.25	-16,774.25
037	037530	MCLEOD PARK	037-50-530-00-000-5555-	ENGINEERING FEES	11,900.00	80,350.00
037	037530	MCLEOD PARK	037-50-530-00-000-5911-	CONSTRUCTION-IN-PROGR	158,132.24	-196,866.26
				FUND TOTAL	**186,806.49**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**47,444,534.58**		
095	095500	HANCOCK COUNTY LIBRAR	095-50-500-00-000-5793-	GAMING REVENUE HB 163	9,817.34	-5,014.54
				FUND TOTAL	**9,817.34**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**47,444,534.58**		
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5476-	MEALS AND LODGING	460.00	1,966.50
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5501-	POSTAGE AND BOX RENT	1,281.41	2,113.23
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5533-	RENTAL OF OFFICE EQUI	377.00	996.66
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5542-	VEHICLE REPAIRS	412.11	1,124.93
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5556-	PROFESSIONAL FEES & O	11,224.50	58,161.20
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5599-	OTHER CONTRACTUAL SER	125.00	2,024.77
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5603-	OFFICE SUPPLIES	888.66	67.28

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5671-	GASOLINE	298.13	5,089.00
				FUND TOTAL	**15,066.81**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			
097	097110	EMERGENCY 911	097-10-110-00-000-5480-	TRAINING & SEMINARS	2,385.00	1,608.00
097	097110	EMERGENCY 911	097-10-110-00-000-5510-	HEAT LIGHT POWER GAS	641.23	5,588.79
097	097110	EMERGENCY 911	097-10-110-00-000-5533-	RENTAL OF OFFICE EQUI	128.72	441.52
097	097110	EMERGENCY 911	097-10-110-00-000-5544-	MAINTENANCE AGREEMENT	282.27	51,157.69
097	097110	EMERGENCY 911	097-10-110-00-000-5550-	LEGAL FEES	480.00	1,160.00
097	097110	EMERGENCY 911	097-10-110-00-000-5593-	WATER	19.00	66.00
				FUND TOTAL	**3,936.22**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			
108	108105	INTERFACE/TAX COLL	108-10-105-00-000-5480-	TRAINING & SEMINARS	90.00	1,980.00
108	108105	INTERFACE/TAX COLL	108-10-105-00-000-5919-	FURNITURE & EQUIP < $	3,774.20	1,986.70
				FUND TOTAL	**3,864.20**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			
112	112254	INS REBATE-DIAMONDHEA	112-20-254-00-000-5711-	VFD INSURANCE REBATE	666.70	8,591.00
				FUND TOTAL	**666.70**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			
117	117255	QTR MILL-WEST HANCOCK	117-20-255-00-000-5710-	VOLUNTEER FIRE DEPT E	15.00	8,722.00
				FUND TOTAL	**15.00**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			
119	119257	WAVELAND VFD GAMING	119-20-257-00-000-5793-	GAMING REVENUE HB 163	2,181.66	-1,225.56
				FUND TOTAL	**2,181.66**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			
120	120200	SHERIFF GAMING	120-20-200-00-000-5915-	VEHICLES > $5000	4,164.98	19,377.92
				FUND TOTAL	**4,164.98**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			
130	130150	SCHOOL SYS GAMING	130-10-150-00-000-5793-	GAMING REVENUE HB 163	29,452.03	-10,043.64
				FUND TOTAL	**29,452.03**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5480-	TRAINING & SEMINARS	990.00	0.00
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5502-	TELEPHONE SERVICE	47.29	2,407.53
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5510-	HEAT LIGHT POWER GAS	3,469.81	12,365.63
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5533-	RENTAL OF OFFICE EQUI	97.59	85.13
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5541-	REPAIRS TO ROAD EQUIP	274.86	25,404.83
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5542-	VEHICLE REPAIRS	100.00	521.40
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5555-	ENGINEERING FEES	9,260.00	76,470.20
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5592-	LAUNDRY SERVICE	165.00	653.63
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5593-	WATER	23.75	447.00
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5603-	OFFICE SUPPLIES	109.66	387.14
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5631-	GRAVEL OR SHELL	5,908.00	14,537.14
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5632-	ASPHALT	1,654.69	9,858.29
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5634-	CULVERTS	3,892.15	2,570.54
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5635-	TOPPING AND FILL DIRT	320.00	680.00
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5639-	SIGNS	4,556.04	1,112.07
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5642-	PAINTS & PRESERVATIVE	9.70	9,636.15
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5643-	HARDWARE, PLUMBING &	21.90	2,655.21
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5644-	SMALL TOOLS	162.06	235.11
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5646-	LUMBER	135.37	364.63
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5647-	LIMESTONE	2,774.50	3,613.95
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5671-	GASOLINE	7,946.91	10,088.71
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5672-	DIESEL FUEL	19,330.42	25,607.54
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5674-	LUBRICATING OILS & GR	7.18	4,538.33
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5680-	TIRES AND TUBES	1,887.39	10,036.42
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5681-	REPAIR & REPLACEMENT	11,643.14	27,724.97
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5699-	OTHER CONSUMABLE SUPP	84.48	761.54
				FUND TOTAL	**74,871.89**	

CASH ACCOUNT 999 1002 BALANCE 47,444,534.58

151	151300	ROAD MAINT BAY ST LOU	151-30-300-00-000-5722-	ROAD & BRIDGE PASS TH	2,508.01	-8,321.67
				FUND TOTAL	**2,508.01**	

CASH ACCOUNT 999 1002 BALANCE 47,444,534.58

154	154523	MULTIPURPOSE ARENA	154-50-523-00-000-5510-	HEAT LIGHT POWER GAS	1,682.29	7,927.30
154	154523	MULTIPURPOSE ARENA	154-50-523-00-000-5641-	BUILDING REPAIRS & SU	991.89	2,498.11
154	154523	MULTIPURPOSE ARENA	154-50-523-00-000-5643-	HARDWARE, PLUMBING &	2,235.30	740.68
154	154523	MULTIPURPOSE ARENA	154-50-523-00-000-5671-	GASOLINE	88.28	275.23
154	154523	MULTIPURPOSE ARENA	154-50-523-00-000-5672-	DIESEL FUEL	204.77	771.33
154	154523	MULTIPURPOSE ARENA	154-50-523-00-000-5680-	TIRES AND TUBES	196.88	159.62
154	154523	MULTIPURPOSE ARENA	154-50-523-00-000-5681-	REPAIR & REPLACEMENT	211.27	259.77
				FUND TOTAL	**5,610.68**	

CASH ACCOUNT 999 1002 BALANCE 47,444,534.58

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

156	156331	SEAWALL	156-30-331-00-000-5542-	VEHICLE REPAIRS	491.69	12,876.95
156	156331	SEAWALL	156-30-331-00-000-5544-	MAINTENANCE AGREEMENT	24,695.00	110,150.00
156	156331	SEAWALL	156-30-331-00-000-5555-	ENGINEERING FEES	9,022.50	-3,728.40
156	156331	SEAWALL	156-30-331-00-000-5639-	SIGNS	534.17	2,970.22
156	156331	SEAWALL	156-30-331-00-000-5643-	HARDWARE, PLUMBING &	96.96	0.04
156	156331	SEAWALL	156-30-331-00-000-5644-	SMALL TOOLS	31.57	248.65
156	156331	SEAWALL	156-30-331-00-000-5645-	JANITORIAL SUPPLIES	295.74	731.05
156	156331	SEAWALL	156-30-331-00-000-5671-	GASOLINE	961.66	784.12
156	156331	SEAWALL	156-30-331-00-000-5672-	DIESEL FUEL	358.43	765.40
156	156331	SEAWALL	156-30-331-00-000-5674-	LUBRICATING OILS & GR	2.71	386.44
156	156331	SEAWALL	156-30-331-00-000-5681-	REPAIR & REPLACEMENT	170.20	7,991.62
156	156331	SEAWALL	156-30-331-00-000-5684-	BATTERIES	129.99	139.67
156	156331	SEAWALL	156-30-331-00-000-5699-	OTHER CONSUMABLE SUPP	45.34	55.17
156	156331	SEAWALL	156-30-331-00-000-5911-	CONSTRUCTION-IN-PROGR	38,197.18	5,452.75
				FUND TOTAL	**75,033.14**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**47,444,534.58**		
157	157333	Tidelands-Marina	157-30-333-00-000-5555-	ENGINEERING FEES	5,500.00	51,500.00
157	157530	MCLEOD PARK	157-50-530-00-000-5555-	ENGINEERING FEES	625.00	955.00
				FUND TOTAL	**6,125.00**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**47,444,534.58**		
160	160301	BRIDGE CONSTRUCTION	160-30-301-00-000-5555-	ENGINEERING FEES	651.25	183,960.80
				FUND TOTAL	**651.25**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**47,444,534.58**		
170	170302	VEHICLE MAINTENANCE	170-30-302-00-000-5592-	LAUNDRY SERVICE	188.29	519.65
170	170302	VEHICLE MAINTENANCE	170-30-302-00-000-5671-	GASOLINE	1,002.90	1,398.45
170	170302	VEHICLE MAINTENANCE	170-30-302-00-000-5681-	REPAIR & REPLACEMENT	110.31	32.93
170	170302	VEHICLE MAINTENANCE	170-30-302-00-000-5684-	BATTERIES	194.99	5.01
170	170302	VEHICLE MAINTENANCE	170-30-302-00-000-5699-	OTHER CONSUMABLE SUPP	1.09	6.02
				FUND TOTAL	**1,497.58**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**47,444,534.58**		
191	191254	DIAMONDHEAD VFD	191-30-254-00-000-5720-	PASS THRU	3,273.22	15,144.22
191	191254	DIAMONDHEAD VFD	191-30-254-00-000-5793-	GAMING REVENUE HB 163	2,181.63	-1,225.44
				FUND TOTAL	**5,454.85**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**47,444,534.58**		

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

192	192251	KILN VFD	192-20-251-00-000-5720-	PASS THRU	2,877.07	9,333.23
				FUND TOTAL	**2,877.07**	
CASH ACCOUNT 999 1002			**BALANCE 47,444,534.58**			
193	193253	BAYSIDE PARK VFD	193-20-253-00-000-5720-	PASS THRU	540.98	16,848.55
193	193253	BAYSIDE PARK VFD	193-20-253-00-000-5793-	GAMING REVENUE HB 163	2,181.63	-1,225.44
				FUND TOTAL	**2,722.61**	
CASH ACCOUNT 999 1002			**BALANCE 47,444,534.58**			
194	194252	CLERMONT HARBOR VFD	194-20-252-00-000-5720-	PASS THRU	361.60	-776.86
194	194252	CLERMONT HARBOR VFD	194-20-252-00-000-5793-	GAMING REVENUE HB 163	2,181.63	-1,225.44
				FUND TOTAL	**2,543.23**	
CASH ACCOUNT 999 1002			**BALANCE 47,444,534.58**			
195	195258	LEETOWN VFD	195-20-258-00-000-5720-	PASS THRU	1,085.95	-449.93
195	195258	LEETOWN VFD	195-20-258-00-000-5793-	GAMING REVENUE HB 163	2,181.63	-1,225.44
				FUND TOTAL	**3,267.58**	
CASH ACCOUNT 999 1002			**BALANCE 47,444,534.58**			
196	196259	FENTON VFD	196-20-259-00-000-5720-	PASS THRU	1,423.39	438.91
196	196259	FENTON VFD	196-20-259-00-000-5793-	GAMING REVENUE HB 163	2,181.63	-1,225.44
				FUND TOTAL	**3,605.02**	
CASH ACCOUNT 999 1002			**BALANCE 47,444,534.58**			
197	197266	POST 58 VFD	197-20-266-00-000-5720-	PASS THRU	1,358.77	204.54
197	197266	POST 58 VFD	197-20-266-00-000-5793-	GAMING REVENUE HB 163	2,181.63	-1,225.44
				FUND TOTAL	**3,540.40**	
CASH ACCOUNT 999 1002			**BALANCE 47,444,534.58**			
198	198255	WEST HANCOCK VFD	198-20-255-00-000-5720-	PASS THRU	729.54	1,515.84
198	198255	WEST HANCOCK VFD	198-20-255-00-000-5793-	GAMING REVENUE HB 163	2,181.63	-1,224.87
				FUND TOTAL	**2,911.17**	
CASH ACCOUNT 999 1002			**BALANCE 47,444,534.58**			
349	349180	ELECTIONS	349-10-180-00-000-5920-	FURNITURE & EQUIP > $	2,575.00	0.14
				FUND TOTAL	**2,575.00**	
CASH ACCOUNT 999 1002			**BALANCE 47,444,534.58**			

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

400	400000	SOLID WASTE BILLING&C	400-00-000-00-001-4340-	REFUNDS	1,977.25	0.00
400	400340	SOLID WASTE	400-30-340-00-000-5544-	MAINTENANCE AGREEMENT	156.00	596.00
400	400340	SOLID WASTE	400-30-340-00-000-5591-	GARBAGE PICKUP	73,210.50	160,920.00
				FUND TOTAL	**75,343.75**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			
401	401341	SOLID WASTE MILLAGE-W	401-30-341-00-000-5701-	APPROPRIATIONS	96,912.50	167,100.83
				FUND TOTAL	**96,912.50**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			
501	501155	INSURANCE CLEARING	501-10-155-00-000-5468-	GROUP INSURANCE	705.00	721,830.46
501	501155	INSURANCE CLEARING	501-10-155-00-000-5552-	MEDICAL FEES	5,786.02	-693.76
				FUND TOTAL	**6,491.02**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			
502	502158	WORKERS COMPENSATION	502-10-158-00-000-5599-	OTHER CONTRACTUAL SER	85,922.75	117,231.75
				FUND TOTAL	**85,922.75**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			
614	614220	INMATE-IMPRISONMENT E	614-20-220-00-000-5599-	OTHER CONTRACTUAL SER	1,200.00	2,400.00
614	614220	INMATE-IMPRISONMENT E	614-20-220-00-000-5692-	CLOTHES & DRY GOODS F	6,594.12	11,484.26
				FUND TOTAL	**7,794.12**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2122-	TRAFFIC VIOLATIONS	30,581.20	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2123-	IMPLIED CONSENT	6,096.25	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2124-	GAME & FISH COMMISSIO	356.00	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2126-	OTHER MISDEMEANORS	2,774.00	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2127-	OTHER FELONIES	3,016.00	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2128-	APPEARANCE BOND FEE	2,160.00	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2129-	COURT CONSTITUENTS	296.00	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2132-	STATE COURT EDUCATION	390.00	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2134-	VICTIMS OF DOMESTIC V	560.00	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2135-	MHP WIRELESS COMMUNIC	3,421.75	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2136-	ANALYTICAL FEE (RST)	1,991.75	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2137-	CRIME VICTIM COMPENSA	2,164.00	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2140-	UNINSURED MOTORIST ID	5,509.25	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2141-	TRAUMA TRAFFIC VIOLAT	2,540.13	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2142-	COMP ELECTRONIC COURT	1,250.00	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2143-	CIVIL LEGAL ASSISTANC	625.00	

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2144-	JUDICIAL FUND-JUDGE	4,000.00	
650	650	JUDICIAL ASSESSMENT C	650-00-000-00-000-2146-	MS COAST CRIME STOPPE	388.00	
				FUND TOTAL	**68,119.33**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			
660	660101	CHANCERY CLERK	660-10-101-00-000-5599-	OTHER CONTRACTUAL SER	6,486.00	-11,085.90
				FUND TOTAL	**6,486.00**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			
690	690550	PR COLLEGE MAINT FUND	690-50-550-00-000-5720-	PASS THRU	21,353.12	7,191.28
				FUND TOTAL	**21,353.12**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**47,444,534.58**			

WARRANT SUMMARY TOTAL	**1,717,554.21**
GRAND TOTAL	**1,717,554.21**

Attachment: 070621 check run (9438 : Docket for July 6, 2021)

		For the Fiscal Year Ending September 30, 2021								
			APPROVED		FOR APPROVAL					
			6/7/2021	BUDGET AMENDMENT REQUEST	7/6/2021					
DEPT	OBJ	Department								
GENERAL COUNTY #001										
BEGINNING CASH										
000		**General County**								
	200	Revenues	18,214,460		18,214,460					
	300	Revenues	1,904,700		1,904,700					
		Total Revenue	20,119,160	-	20,119,160					
151		**Maintenance**								
	500	Contractual Services	1,687,343	50,000	1,737,343	Insurance increase				
		Total Disbursements	2,730,424	50,000	2,780,424					
167		**Medical Examiner**								
	400	Personal Services	103,311	25,000	128,311	Coroner's fees				
		Total Disbursements	103,311	25,000	128,311					
400		**Health Department**								
	400	Personal Services		1,000	1,000	Vital records				
		Total Disbursements	-	1,000	1,000					
		Total Revenue	21,359,697	-	21,359,697					
		Total Disbursements	6,659,326	76,000	6,735,326					
ENDING CASH										
		Net total adjustments to general fund FY 2021		**(1,497,074)**						
GOMESA #037										
BEGINNING CASH										
000		**GOMESA**								
312		**Stormwater**								
	500	Contractual Services	1,000,000	200,000	1,200,000	Engineering for watershed				
		Total Disbursements	1,000,000	200,000	1,200,000					
530		**McLeod**								
	500	Contractual Services	130,100	200,000	330,100	Engineering for watershed				
	900	Capital Outlay & Other	869,900	1,041,800	1,911,700	Construction for park				
		Total Disbursements	1,000,000	1,241,800	2,241,800					
ENDING CASH										

Attachment: budget amendments 07.06.21 (9440 : Budget Amendments)

Budget Amendments Summary 07/06/21

General Fund #001

Maintenance #151

- Increase contractual services $50,000 for property insurance increase.

Medical Examiner #167

-Increase personal services $25,000 for coroner fees.

Health Dept #400

-Increase personal services $1,000 for vital records.

GOMESA #037

Storm Water #312

-Increase contractual services $200,000 for engineering.

McLeod #530

-Increase contractual services $200,000 for engineering and increase capital outlay $1,041,800 for construction.

Attachment: Budget Amendments Summary 07.06.21 (9440 : Budget Amendments)

Hancock County Board of Supervisors

Regular Meeting Minutes

June 21, 2021 at 9:00 a.m.

Board Meeting Room

Minutes Acceptance: Minutes of Jun 21, 2021 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, Grant Administrator, Maureen Anderson, County Attorney, Gary Yarborough, Comptroller, Nancy Kelly, County Engineer, Geoff Clemens, Road Manager, Vic Johnson, EMA Director, Brian Adam, and Deputy Clerk, 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

7.K.6. - Motion to authorize Board President to sign the waive of conflict of interest letter regarding Wise Carter representing Eric Aschaffenburg in the potential litigation against Hancock County.

6.F.3. - Discussion regarding waiving fee.

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

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, July 6, 2021.

B. Biweekly payroll for ending date June 5, 2021 with check date June 11, 2021 totaled $737,764.42.

C. Sealed Bids for the right to operate a Beach Vending site on the beaches of Hancock County, Mississippi, will be received by the Hancock County Board of Supervisors at 854 Highway 90, Suite A, Bay St. Louis, MS until 10:00 a.m. this morning, and shortly thereafter opened and read aloud.

D. Sealed Bids for Outfall No. 31 Box Culvert Connection will be received by the Hancock County Board of Supervisors at 854 Highway 90, Suite A, Bay St. Louis, MS until 11:00 a.m., this morning, and shortly thereafter opened and read aloud.

E. The Board of Supervisors will hold a Workshop on Thursday, July 24, 2021 at 3:30 p.m., regarding County Projects for Local Fiscal Recovery Funds.

F. #3D Mississippi Gallery Sculpture Exhibition opening night Soiree will be held on Saturday, June 26, 2021 at Studio Waveland & Gallery.

1. #3D Mississippi Gallery Sculpture Exhibition Opening Night Soiree.**No Action Taken**

RESULT: NO ACTION TAKEN

G. The Smithsonian Institution's Crossroads: Changes in Rural America exhibit will open to the public on Saturday, July 3, 2021 at the Ground Zero Museum in Waveland.

1. The Smithsonian Traveling Exhibition, "Crossroads - Change in Rural America" begins on Saturday, July 3, 2021 at 1:00 p.m. through Friday, August 13, 2021 at 2:00 p.m., at the Ground Zero Museum in Waveland, Mississippi.**No Action Taken**

RESULT: NO ACTION TAKEN

H. Bid Openings

1. Motion to spread on the Minutes, Proof of Publication for Hancock County Beach Vending Site.**Approved**

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

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

2. Motion to open and take under advisement, bids received for Hancock County Beach Vending Site.**Approved**

   The record reflects a Bid from Flat-Fish Productions, Bodega BSL, received at 9:40 a.m., for Beach Vending Site W1 in the amount of $1,800.00, and a Bid from Flat-Fish Productions, Bodega BSL, received at 9:40 a.m., for Beach Vending Site, W2 in the amount of $1,650.00

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

3. Motion to award Beach Vending Site Bid for Site W1 in the amount of $1,800.00 to Flatfish Productions LLC, doing business as Bodega BSL, and Beach Vending Site Bid for Site W2 in the amount of $1,650.00 to Flatfish Productions LLC, doing business as Bodega BSL, contingent upon execution of the agreements.**Approved**

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

4. Motion to open and take under advisement Bids received for Outfall No. 31 Box Culvert Connection.**Approved**

   The record reflects two electronic Bids were received as follows:

   Holliday Construction - Bid Bond 5% - $63,670.00

   Twin L Construction Inc. - Bid Bond 5% - $60,744.05

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

5. Motion to spread Proof of Publication for Outfall No. 31 Box Culvert Connection.**Approved**

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

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

5. External Business Agenda

A. Port & Harbor Commission

1. Motion to Accept HCPHC's Resolution #20210524-02, Authorizing Execution of Lease Agreement with Tyonek for the RESTORE Hangar ($408,600 / 37 months).**Approved**

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

2. Motion to accept Hancock County Port & Harbor Commission's Resolution# 20210614-01, 01 Authorizing Execution Of The Master Services Agreement With Neel Schaffer For Primary Professional Services On Railroad Construction Projects At Port Bienville Short Line.**Approved**

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

3. Motion to accept the Hancock County Port & Harbor Commission's Resolution 20210614-03, approving the June 14, 2021 Docket.**Approved**

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

4. Motion to accept Hancock County Port & Harbor Commission's Resolution 20210614-04, Authorizing Execution Of Contract Documents For Sap Accounting Software To Replace Great Plains, Visual Lease, Terrapin Consulting And Minute Trac As It Relates To Purchase Orders.**Approved**

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

5. Motion to accept Hancock County Port & Harbor Commission's Resolution# 20210614-05, Authorizing Execution Of Engagement Letter With TMH For

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

Advisory Services To Support The Commission With Rates On New And Renewing Contracts.**Approved**

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

6. Motion to accept Hancock County Port & Harbor Commission's Resolution 20210614-06, Authorizing Execution Of Task Order #3 To Neel-Schaffer, Inc., For Professional Services Associated With RR2102 – Crossing Improvements At A Cost Not To Exceed $59,900.**Approved**

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

7. Motion to Accept HCPHC's Resolution# 20210614-08, Authorizing Execution Of Lease Agreement With Tyonek Services Group, LLC., For Constructing A Sunshade Structure To Support Retention And Expansion Of Maintenance Repair And Overhaul Operations Of United States Government Aircraft At Stennis International Airport.**Approved**

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

8. Motion to accept the Hancock County Port & Harbor Commissions Resolution# 20210614-10, Authorizing Execution Of An Airport Joint Use Agreement With The United States Of America For A Two-Year (2) Term Beginning October 1, 2021, Through September 30, 2023, For Substantial Use Of Stennis International Airport In An Annual Amount Of $582,588.60.**Approved**

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

9. Motion to Accept Hancock County Port & Harbor Commission Resolution# 20210614-12, Dak Americas Mississippi Inc., Exercising Option To Purchase 488 Acre Site Pursuant To Pearl River Project Lease For An Amount Of $1,000.**Approved**

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

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

10. Motion to accept the Hancock County Port & Harbor Commission's Resolution# 20210614-02, Authorizing Execution Of Task Order #2 For Preliminary Engineering Including Survey, Geotech, Environmental permitting And 30% Design With Neel Schaffer, Inc., For An Amount Not To Exceed $124,000.**Approved**

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

B. GRPC - Jeff Loftus

1. Motion to approve and authorize Board President to sign 2023 Tidelands Applications-McLeod Park Bulkhead Improvements, Diamondhead Paradise Bayou Dredging, and Bayou Caddy Marina Repairs and Seafood Market Feasibility Study.**Approved**

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

2. Motion to approve and authorize Board President to sign Tidelands' Payment Request 2 for FY20 McLeod Park RV Expansion.**Approved**

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

3. Motion to approve and authorize Board President to sign Tidelands' Payment Request 1 for FY21 Bayou Caddy Expansion and repairs.**Approved**

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

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

6. Departmental Agendas

A. Emergency Management Agency

1. Motion to appoint Alisha Stanton as Dispatch Coordinator with a salary of $50,000 per year, effective June 21, 2021, with a probationary period of 90 days, and then an additional increase will be considered.**Approved**

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

2. Motion to accept the resignation of Shantale Cuevas Bellew as dispatcher, effective June 12, 2021.**Approved**

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

3. Motion to approve Brittany Castiglia to attend the NECI Dispatcher Training Certification Course in Gulfport from July 19 - 23, 2021, at the cost of $395 for tuition.**Approved**

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

4. Motion to approve Brian Adam & John Albert Evans to attend the 2021 MCDEMA Board Retreat in Choctaw, Mississippi on July 12-14, 2021, at no cost to the County.**Approved**

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

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

B. Animal Shelter

1. Motion to Authorize County Attorney to negotiate an intergovernmental transfer in the amount of $375.00 to transfer the asset of the Pet Scanner to the City of Diamondhead.**Approved**

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

C. Justice Court

1. Motion to remove Debrah Carver from payroll of the County Prosecutor's Office as Secretary, due to her resignation, effective June 30, 2021.**Approved**

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

D. IT Department

E. Purchasing

1. Motion to approve the purchase and authorize the budget amendment for 35 tasers and accessories (battery packs, holsters, cartridges). Total price is $114,712.50 from Axon Enterprise, Inc. (This is a sole source purchase)**Approved**

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

F. Planning and Zoning

1. Motion to approve the Planning Commission Meeting Minutes held on June 3, 2021.**Approved**

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

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

2. Motion to refund Building Permit Fee of $768.00 to Jersecat Inc., decided not to construct the house.**Approved**

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

3. Motion to waive the fees for the permit for Hancock County Water and Sewer District for four (4) lift stations.**Approved**

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

G. Parks & Recreation

1. Motion to Rescind Motion Number 8249 from the June 7, 2021 Meeting to approve hiring Jon Fricke part time for McLeod Park.**Approved**
   The record reflects Items 1-8 were all voted on in one consent block.

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

2. Motion to Rescind Motion Number 8248 from the June 7, 2021 Meeting to approve hiring Scott Shaw full time for McLeod Park.**Approved**

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

3. Motion to approve removing Susan Brewer from McLeod Park payroll, effective June 7, 2021, due to her resignation.**Approved**

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

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

4. Motion to approve removing Kim Northrop from Recreation payroll, effective June 15, 2021, due to his resignation.**Approved**

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

5. Motion to approve removing Blade Neff from McLeod Park payroll, effective June 7, 2021, due to his resignation.**Approved**

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

6. Motion to approve hiring Maci Ladner part time for McLeod Park Clerical Department, at a rate of pay of $10.50 per hour, with an increase to $11.00 per hour after 90 days. Effective June 21, 2021, pending successful physical and drug screen.**Approved**

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

7. Motion to approve hiring Kristopher Hoffman part time for McLeod Park, at a rate of pay of $10.50 per hour, with an increase to $11.00 per hour after 90 days. Effective June 21, 2021, pending successful physical and drug screen.**Approved**

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

8. Motion to approve hiring Cody Henley at McLeod Park for full time position, at the rate of pay of $10.50 per hour, with an increase in pay to $11.00 per hour after 90 days, contingent upon successful physical and drug screen, effective Monday, June 21, 2021.**Approved**

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

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

H. Inventory Clerk

I. Comptroller

1. Motion to approve the Docket of Claims for June 21, 2021 in the amount of $156,639.28.**Approved**

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

J. Board Secretary

1. Motion to approve Regular Meeting Minutes of Monday June 7th, 2021**Accepted**

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

7. Elected/Appointed Agendas

A. Sheriff's Office

1. Motion to spread on the Minutes, the following Personnel Changes:
a. Implement the following pay adjustments, effective June 20, 2021 (All pay changes are budgeted) • Colin Ladner $16.20 per hour; • Leroy Cospelich $16.20 per hour; • Bryce Walker to Sergeant pay $16.94 per hour; • Jordan Lee to Sergeant pay $16.94 per hour; • Kira Murray $14.63 per hour; • Anthony Michael to Investigators pay $19.14 per hour; and • Christopher Sholar to Lieutenant pay $17.48 per hour. b. Remove Shannon Mandigo from payroll, effective June 21, 2021. c. Add Sterling Holliman to payroll as full time Correction Officer, rate of pay $13.67 per hour, effective June 21, 2021.**Approved**

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

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

2. Motion to approve the following to be removed from inventory and moved to the Long Beach Auction: • Boat Trailer 19 Foot, VIN# 1M5BM19187E24160, Asset 7431, Decal 20170051; • Boat Motor Evinrude, VIN# G05188260, Asset 7432, Decal 20170052; and • Boat 19' Carolina Skiff, VIN# SKHOK342A707, Asset 7433, Decal 20170053.**Approved**

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

3. Motion to approve the retiring and removal from inventory, and given to their handlers, the following K9's due to their age and recommendation of the veterinarian: • K9 Nero, and • K9 Loco.**Approved**

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

4. Motion to approve Lane Vestal to go to US K9 Unlimited Handler course and the purchase of a K9 dog. The class is in Kaplan, LA for a 5 week training. He will be there from August 02 - September 06, 2021 but will be traveling home on weekends. He will also need a check for advancement pay for food $41.00 daily. This will require a budget amendment and for the Board to authorize the amendment.**Approved**

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

5. Motion to approve and authorize Board President to sign the renewal contract with Securus Technologies.**Approved**

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

6. Motion to approve and authorize Board President to sign the 154AL FY21 Sub-Grantee Budget Modification, and spread the Sub-Grantee Budget Modification on the Minutes.**Approved as Amended**

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

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

B. Tax Assessor

C. Circuit Clerk

D. County Court

E. Chancery Clerk

F. Youth Court/Youth Drug Court

1. Motion to spread on the Minutes the fully executed Youth Court Drug Treatment Services Agreement by and between the Hancock County Board of Supervisors and The Administrators of the Tulane Educational Fund, on behalf of Tulane University School of Medicine.**Approved**

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

G. County Engineer

1. Motion to approve and authorize Board President to sign Close-Out Documents related to T.S. Cristobal Repairs to Washington Street Outfall, and spread Close-Out Documents on the Minutes.**Approved**

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

2. Motion to Approve Letter of Recommendation for Replacement of Bridge No. 48 Bogue Houma Bayou to SCI, Inc., in the amount of $573,957.60.**Approved**

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

The record reflects approval contingent upon bonds, insurance, and execution of the agreement.

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

3. Motion to Approve Letter of Recommendation for Replacement of Bridge No. SA23-002 on Anner Necaise Road to Ellis Dozer Service, LLC in the amount of $561,634.86.**Approved**

   The record reflects approval contingent upon bonds, insurance, and execution of the agreement.

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

H. Road Manager

1. Motion to approve the hiring of Robert Caldwell as a part time custodian in Buildings & Grounds, not to exceed 19 1/2 hours per week, at a rate of pay of $10.00 per hour, effective upon successful completion of physical and drug test.**Approved**

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

I. Grant Administrator

1. Motion to approve payment to 3M Company for Invoice No. 9411491069, in the amount of $178.12 for the ERBRF Caesar Necaise Bridge Replacement Project.**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 FEMA Zeta Project Obligation in the amount of $745,641.88 for county-wide Debris Removal.**Approved**

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

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

J. County Administrator

1. Motion to spread on the Minutes, Proclamation of Existence of a Local Emergency (by the Hancock County Board of Supervisors).**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 Public Notice for Workshop regarding County Projects for Local Fiscal Recovery Funds.**Approved**

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

3. Motion to approve construction of a basketball court at the Leetown Playground in the amount of $15,057.98, to be paid from Board Capital, and spread all quotes on the Minutes.**Approved**

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

4. Motion to award the Request for Qualifications to Compton Engineering, Inc., in regard to the Three FEMA/FEMA and Tidelands Projects, based upon the Selection Committee Rating Forms, and spread the Selection Committee Talley Sheet on the Minutes.**Approved**
   The record reflects approval contingent upon execution of the agreement.

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

5. Motion to award the Rotten Bayou Road Stormwater Project to Neel-Schaffer, based upon the Selection Committee Rating Forms, and spread the Selection Committee Talley Sheet on the Minutes.**Approved**

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

The record reflects approval contingent upon execution of the agreement.

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

6. Motion to award the Road 374 Stormwater Project to Chiniche Engineering & Surveying, based upon the Selection Committee Rating Forms, and spread the Selection Committee Talley Sheet on the Minutes.**Approved**

   The record reflects approval contingent upon execution of the agreement.

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

7. Discussion regarding financing of major capital expenditures, and Motion to authorize Comptroller to prepare a Budget Amendment in the amount up to $650,000, and prepare to bring it back to the next meeting.**Approved**

   The record reflects a discussion regarding the Arena project. The low Bid came in for all options from Hopkins Construction and Maintenance in the amount of $847,820. The recommendation to complete all work, there is $250,000 budgeted in gaming to offset the balance up to the $900,000, and use General Fund Reserve up to $650,000. Compton Engineering will have their recommendation ready for the Monday, July 6, 2021 Meeting.

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

8. Discussion regarding replacement for Fuelman.**No Action Taken**

RESULT:	**NO ACTION TAKEN**

9. Motion to amend the Agenda and spread on the Minutes, Sheriff's proposed 2022 Budget Planning.**Approved**

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

K. County Attorney

1. Motion to spread on the Minutes, County Attorney's approval of the Board Action from the June 7, 2021 Meeting for the SMPDD Twin Districts

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

Workforce Development Area Work Experience Worksite Agreement.**Approved**

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

2. Motion to approve payment up to the amount of $30,000.00 to the Bay-Waveland School District regarding playground equipment purchased from Pelican Playgrounds, LLC for Waveland Elementary School, pursuant to the Memorandum of Understanding between Hancock County Board of Supervisors and the Bay-Waveland School District, and authorize the appropriate Budget Amendment.**Approved**

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

3. Discussion regarding re-advertisement for Improvements to McLeod Park.**No Action Taken**

RESULT:	**NO ACTION TAKEN**

4. Motion to spread on the Minutes, letter and report from Compton Engineering, Inc., adding Home Run Alley to the County Road Registry.**Approved**

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

5. Discussion regarding Ridge Point Consultants required documentation to acquire rights-of-way for county construction projects, and price.**No Action Taken**

RESULT:	**NO ACTION TAKEN**

6. Motion to authorize Board President to sign the waive of conflict of interest letter regarding Wise Carter representing Eric Aschaffenburg in the potential litigation against Hancock County.**Approved**

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

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

8. Supervisors Items

A. District 1

B. District 2

C. District 3

D. District 4

1. Motion to approve Resolution of the Hancock County Board of Supervisors ("Hancock County") in support of the Regional Tourism Effort "Coastal Mississippi", it's Chief Executive Officer Milton Segarra and Staff.**Approved**

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

E. District 5

1. Motion to authorize County Attorney to advertise for Bids for gravel for the RV Parking at the Hancock County Arena in the amount of 1900 tons and an alternate for spreading the gravel.**Approved**

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

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

9. Public Comments

Bryan Theriot - beach issues - water intrusion - roofing systems - independent inspection service

10. Executive Session

11. Adjourn/Recess

1. **Motion to:** Motion to recess the meeting at 11:07:56 AM until 1:30 PM.**Adopted**

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

The Minutes of the June 21, 2021 have been read and approved.

Scotty Adam

Supervisor Scotty Adam, President

Minutes Acceptance: Minutes of Jun 21, 2021 9:00 AM (Board Secretary)

Hancock County Board of Supervisors

Recessed Meeting Minutes

June 21, 2021 at 1:30 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

A. Motion to Amend the Agenda.**Approved**

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

B. Motion to select Compton Engineering as our Professional Services Consultant for preliminary engineering services for Federal Aid Project ER-0023-00(056)LPA/108754-701000, and authorize Board President to sign the letter to Stephen Rone.**Approved**

Minutes Acceptance: Minutes of Jun 21, 2021 1:30 PM (Board Secretary)

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

C. **Motion to:** Motion to accept the agenda.**Adopted**

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

4. Announcements

A. Appropriation Hearing Budget Requests FY2022

B. Appropriations hearing**No Action Taken**

Minutes Acceptance: Minutes of Jun 21, 2021 1:30 PM (Board Secretary)

RESULT: **NO ACTION TAKEN**

5. **External Business Agenda**

A. **Port & Harbor**

6. **Departmental Agendas**

A. **Emergency Management Agency**

B. **Animal Shelter**

C. **Justice Court**

D. **IT Department**

E. **Purchasing**

F. **Planning and Zoning**

G. **Parks & Recreation**

H. **Inventory Clerk**

I. **Comptroller**

7. **Elected/Appointed Agendas**

A. **Sheriff's Office**

B. **Tax Assessor**

C. **Circuit Clerk**

D. **County Court**

E. **Chancery Clerk**

F. **County Engineer**

G. **Road Manager**

H. **Grant Administrator**

I. **County Administrator**

J. **County Attorney**

8. **Supervisors Items**

Minutes Acceptance: Minutes of Jun 21, 2021 1:30 PM (Board Secretary)

A. District 1

B. District 2

C. District 3

D. District 4

E. District 5

9. Public Comments

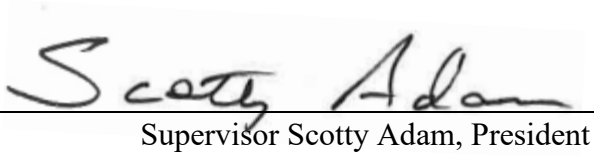
10. Executive Session

11. Adjourn/Recess

1. **Motion to:** Motion to adjourn the meeting at 6:40:38 PM.**Adopted**

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

The Minutes of the June 21, 2021 have been read and approved.



Supervisor Scotty Adam, President

Minutes Acceptance: Minutes of Jun 21, 2021 1:30 PM (Board Secretary)

NASRO
National Association of School Resource Officers
THE world's leader in school-based policing

INVOICE #20601

National Association of School Resource Officers, Inc.
2020 Valleydale Road | Ste 207A
Hoover, AL 35244
888-316-2776

View/Pay Invoices Online

INVOICE DATE:	June 18, 2021
DUE DATE:	June 18, 2021
TERMS:	NET 0 DAY(S)
CLIENT:	Hancock County Sheriff's Office (MS)

NASRO W-9

Invoice To:

Bryce Walker
Hancock County Sheriff's Office (MS)
8450 Highway 90
Bay St Louis, MS 39520

PROJECT DESCRIPTION	PRICE	QUANTITY	TOTAL
Attendee Bryce Walker | Registration | Course : Basic SRO - Birmingham, AL | Date: Jul 26, 2021 - Jul 30, 2021 | Order: 21157246 events_1572_2928	$445.00	1	$445.00
Attendee Option - Bryce Walker | rpt_non_member_surcharge:NonMember | Event: Basic SRO - Birmingham, AL | Order: 21157246 opt_rpt_non_member_surcharge:00	$50.00	1	$50.00

NASRO expressly reserves the right to correct any pricing errors on the website and/or on pending registrations made under an incorrect price. In such event, you will be offered the opportunity to keep your pending registration at the corrected price or, at your option, you can cancel your registration.

SUBTOTAL	$495.00
CREDITS/PAYMENTS	($0.00)
Amount Due:	**$495.00**

Thank you for your business!

MAKE PAYABLE & REMIT TO:
NASRO
2020 Valleydale Road, Suite 207A
Hoover, AL 35244

FOR BILLING INQUIRIES: AcctsReceivable@nasro.org
nasro.org

Attachment: SRO Class (8392 : SRO Class in Birmingham, Alabama)

NASRO
National Association of School Resource Officers
THE world's leader in school-based policing

INVOICE #20602

National Association of School Resource Officers, Inc.
2020 Valleydale Road | Ste 207A
Hoover, AL 35244
888-316-2776

View/Pay Invoices Online

INVOICE DATE:	June 18, 2021
DUE DATE:	June 18, 2021
TERMS:	NET 0 DAY(S)
CLIENT:	Hancock County Sheriff's Office (MS)

NASRO W-9

Invoice To:

Carl Gipson
Hancock County Sheriff's Office (MS)
8450 Highway 90
Bay St. Louis , MS 39520

PROJECT DESCRIPTION	PRICE	QUANTITY	TOTAL
Attendee Carl Gipson | Registration | Course : Basic SRO - Birmingham, AL | Date: Jul 26, 2021 - Jul 30, 2021 | Order: 81157278 events_1572_2928	$445.00	1	$445.00
Attendee Option - Carl Gipson | rpt_non_member_surcharge:NonMember | Event: Basic SRO - Birmingham, AL | Order: 81157278 opt_rpt_non_member_surcharge:00	$50.00	1	$50.00

NASRO expressly reserves the right to correct any pricing errors on the website and/or on pending registrations made under an incorrect price. In such event, you will be offered the opportunity to keep your pending registration at the corrected price or, at your option, you can cancel your registration.

SUBTOTAL	$495.00
CREDITS/PAYMENTS	($0.00)
Amount Due:	**$495.00**

Thank you for your business!

MAKE PAYABLE & REMIT TO:
NASRO
2020 Valleydale Road, Suite 207A
Hoover, AL 35244

FOR BILLING INQUIRIES: AcctsReceivable@nasro.org
nasro.org

Attachment: SRO Class (8392 : SRO Class in Birmingham, Alabama)

NASRO
National Association of School Resource Officers
THE world's leader in school-based policing

INVOICE #20600

National Association of School Resource Officers, Inc.
2020 Valleydale Road | Ste 207A
Hoover, AL 35244
888-316-2776

View/Pay Invoices Online

INVOICE DATE:	June 18, 2021
DUE DATE:	June 18, 2021
TERMS:	NET 0 DAY(S)
CLIENT:	Hancock County Sheriff's Office (MS)

NASRO W-9

Invoice To:

Charles Shoulders
Hancock County Sheriff's Office (MS)
122 West Azalea Drive
Long Beach, MS 39560

PROJECT DESCRIPTION	PRICE	QUANTITY	TOTAL
Attendee Charles Shoulders | Registration | Course : Basic SRO - Birmingham, AL | Date: Jul 26, 2021 - Jul 30, 2021 | Order: 51157223 events_1572_2928	$445.00	1	$445.00
Attendee Option - Charles Shoulders | rpt_non_member_surcharge:NonMember | Event: Basic SRO - Birmingham, AL | Order: 51157223 opt_rpt_non_member_surcharge:00	$50.00	1	$50.00

NASRO expressly reserves the right to correct any pricing errors on the website and/or on pending registrations made under an incorrect price. In such event, you will be offered the opportunity to keep your pending registration at the corrected price or, at your option, you can cancel your registration.

SUBTOTAL	$495.00
CREDITS/PAYMENTS	($0.00)
Amount Due:	**$495.00**

Thank you for your business!

MAKE PAYABLE & REMIT TO:
NASRO
2020 Valleydale Road, Suite 207A
Hoover, AL 35244

FOR BILLING INQUIRIES: AcctsReceivable@nasro.org
nasro.org

Attachment: SRO Class (8392 : SRO Class in Birmingham, Alabama)

Institute of Police Technology and Management
University of North Florida
12000 Alumni Drive
Jacksonville, FL 32224-2678
Phone: 904-620-4786
Fax: 904-620-2453
Federal I.D. #: 59-1982921

Invoice #: Police IA - Altamonte Springs - 001
Invoice Date: 06/17/2021

Course #: 22ALM00503
Date: 8/2/2021 To 8/6/2021

ATTN:
Jason Byrd
Hancock County Sheriff's Office
8450 Highway 90
Bay St Louis, MS 39520

Please make check payable to:
Institute of Police Technology and Management

Please show Invoice # on check.

Agency PO #:

Description of Item or Program	Cost
Tuition for Officer Jason Byrd to attend the Police Internal Affairs course in Altamonte Springs, FL from 8/2/21 - 8/6/21 at $895.00 each.	895.00
TOTAL:	**$895.00**

Please return a copy of this invoice with your payment.

Comments:

PLEASE NOTE: STUDENT(S) WILL NOT BE REGISTERED UNTIL PAYMENT IS RECEIVED.

PURCHASE ORDERS ARE NO LONGER ACCEPTED AS PAYMENT.

Attachment: Jason Byrd's Class (8394 : Class for Jason Byrd on Police Internal Affairs)

Jimmie Ladner, Jr.
Hancock County
Tax Assessor / Collector

Post Office Box 2428
Bay St. Louis, MS 39521-2428
Toll Free - 1.888.409.6651
FAX - 228.466.6239

Phone Numbers:
COLLECTOR - 228.467.1669
ASSESSOR - 228.467.5727
APPRAISAL - 228.467.0130

To: Hancock County
Board of Supervisors

Date: July 6, 2021

1. Request the following to be spread on the board minutes.
   a) Request the Board of Supervisors to spread on the minutes the 2021/2022 budget as submitted.
   b) Request the following base pay rates to be spread on the minutes the following personal effective July 4, 2021.
   Candice Allen $42,883.00 or $20.61 per hour
   Leslie Besancon $35,562.00 or 17.24 per hour
   Brianna Palmer 34,000.00 or $16.34 per hour.
   Note: All Three receive the full $6500.00 education benefit. These funds are budgeted.
   Meagan M. Hemphill $13.50 per hour. **096-153-5402**
   Note: Ms. Hemphill will continue to receive the CR1 education benefit of $2,000.00
   Britni Moody $16.11 per hour
   Note: Ms. Mood will continue to receive the CR1 education benefit of $2,000.00
   All adjustments are the result of retirements, the funds are budgeted.
   c) Request the Board of Supervisors to spread on the minutes the 2021 Landroll as submitted.

2. Request the following to be approved by the Board of Supervisors.
3. General Discussion

If my staff or I can be of any assistance to you please feel free to call.

Sincerely,

Jimmie Ladner, Jr.
Hancock County
Assessor/Tax Collector

Attachment: 21-22 Budget (8385 : Spread Tax Assessor's proposed Budget for FY2022)

Jimmie Ladner, Jr.
Hancock County
Tax Assessor / Collector

Post Office Box 2428
Bay St. Louis, MS 39521-2428
Toll Free - 1.888.409.6651
FAX - 228.466.6239

Phone Numbers:
COLLECTOR - 228.467.1669
ASSESSOR - 228.467.5727
APPRAISAL - 228.467.0130

Date: July 6, 2021

To: Hancock County
Board of Supervisors

Re: Budget 2021/2022

Board Members,

The following is the requested 2021/2022 budget for the Hancock County Tax Assessor / Collectors Office. No salary increases have been included. In the event a county wide salary adjustment is made I would ask that the Tax Assessors / Collectors office be included.

Tax Collection Office 001-105 requested budget $833,615.00

Assessment Office 096-153 requested budget $1,272,267.00

Interface Allowance 108-105 requested budget $30,450.00

Solid Waste 400-340 requested budget $84,194.00

As in years past please remember the revenue generated by this office is directly related to the education, experience, talent and professional attitude of a very good staff.

If my staff or I can be of any assistance to you please don't hesitate to call.

Sincerely

Jimmie Ladner Jr.
Tax Assessor/Collector

Attachment: 21-22 Budget (8385 : Spread Tax Assessor's proposed Budget for FY2022)

Jimmie Ladner, Jr.
Hancock County
Tax Assessor / Collector

Post Office Box 2428
Bay St. Louis, MS 39521-2428
Toll Free - 1.888.409.6651
FAX - 228.466.6239

Phone Numbers:
COLLECTOR - 228.467.1669
ASSESSOR - 228.467.5727
APPRAISAL - 228.467.0130

To: Hancock County
Board of Supervisors

Date: July 6, 2021

1. Request the following to be spread on the board minutes.
   a) Request the Board of Supervisors to spread on the minutes the 2021/2022 budget as submitted.
   b) Request the following base pay rates to be spread on the minutes the following personal effective July 4, 2021.
   Candice Allen $42,883.00 or $20.61 per hour
   Leslie Besancon $35,562.00 or 17.24 per hour
   Brianna Palmer 34,000.00 or $16.34 per hour.
   Note: All Three receive the full $6500.00 education benefit. These funds are budgeted.
   Meagan M. Hemphill $13.50 per hour. **096-153-5402**
   Note: Ms. Hemphill will continue to receive the CR1 education benefit of $2,000.00
   Britni Moody $16.11 per hour
   Note: Ms. Mood will continue to receive the CR1 education benefit of $2,000.00
   All adjustments are the result of retirements, the funds are budgeted.
   c) Request the Board of Supervisors to spread on the minutes the 2021 Landroll as submitted.

2. Request the following to be approved by the Board of Supervisors.
3. General Discussion

If my staff or I can be of any assistance to you please feel free to call.

Sincerely,

Jimmie Ladner, Jr.
Hancock County
Assessor/Tax Collector

Attachment: 2021 Landroll (8387 : 2021 Landroll)

Form 60-911 (Rev 07/20)
Formerly 71-042

ASSESSOR RECAPITULATION 20 21

ASSESSMENT OF HANCOCK COUNTY County, Januarv 1, 20 21. As shown by the roll thereof filed by the County Assessor of said County with the Clerk of the Board of Supervisors of said County on the 6th day of July, 2021

Personal Property 20 21

Personal Property	1 True Value of all Properties Reflected in Columns 2 and 3 Billions	Millions	Thousands	Hundreds	Ratio %	2 Assessed Valuation (Use whole dollars no cents) Millions	Thousands	Hundreds		INDUSTRIES Subject to Sec 27-39-329and School Tax 3 DO NOT INCLUDE THIS VALUE IN COLUMN 2 Millions	Thousands		Mfg. Products (School Tax Only)
A. Automobiles		273	023	343	30	81	907	013	A				
B. Mobile Homes		7	971	484	15	1	195	723	B				
1. Furniture & Fixtures		119	650	632	15	17	340	146	1	607	477		
2. Machinery & Equipment		302	931	872	15	44	688	730	2	751	048		
3. Leased Equipment		13	807	591	15	2	071	147	3				
4. Inventories		80	963	876	15	9	921	397	4	2,223	202		
5. Banks (Intangibles Only)					15				5				
6. In Lieu(27-31-104)					15				6				
7. Miscellaneous		4	139	062	15		610	651	7	10	216		
8. Manufactured Products (Subject to 27-31 / & 57-10-255)												8	
C. Grand Total		802	487	860		157	734	807	C	3,591	943		
D. Total Subject to Levee Tax									D				

Total Number of Personal Property Parcels Assessed 1203

REAL PROPERTY – 20 21

Class of Land	True Value of all Properties Reflected in Columns 2 and 3 Billions	Millions	Thousands	Hundreds	Ratio %	Assessed Valuation Millions	Thousands	Hundreds		INDUSTRIES Subject to Sec 27-39-329 and School Tax 3 DO NOT INCLUDE THIS VALUE IN COLUMN 2 Millions	Thousands		No. Acres
1. Class 1 lands		301	848	191	10	30	185	092	1				
2. Class 1 Improvements	1	459	889	719	10	145	989	541	2				
3. Cultivatable Lands (excluding improvements)		174	278	212	15	24	744	964	3	1,397	590		
4. Building & Improvements on County Lands		546	066	432	15	65	033	696	4	16,876	422		
5. Un-cultivatable lands (excluding improvements & timber		33	627	266	15	5	015	387	5	28	834		
6. Real estate in cities, towns, & villages		437	351	164	15	65	603	388	6				
7. Buildings & Improvements thereon		747	531	730	15	112	129	918	7				
8. In Lieu (27-31-104)					15				8				
A. Total acreage & Valuation subject to tax	3	700	592	714		448	701	986	A	18,302	846	A	227,557.50
9. U.S. Government Land												9	23,068.49
10. Exempt land & school land												10	1,910.10
11. State, County, Municipal land												11	21,929.27
12. Acres assessed by tax commission												12	892.68
B. TOTAL LAND IN COUNTY												B	275,358.04
C. Lands subject to levee taxes												C	

Total Number of Real Property Parcels Assessed 52147

Witness my hand, this 6th day of July, 20 21

Jimmie Scott
County Tax Assessor

Attachment: 2021 Landroll (8387 : 2021 Landroll)

Form 85-911 (Rev 07/20)
Formerly 21-022

ASSESSOR RECAPITULATION 2021

ASSESSMENT OF HANCOCK COUNTY County, January 1, 2021. As shown by the roll thereof filed by the County Assessor of said County with the Clerk of the Board of Supervisors of said County on the 6th day of July, 2021

Personal Property 20 21

Personal Property	1 True Value of all Properties Reflected in Columns 2 and 3				Ratio	2 Assessed Valuation (Use whole dollars no cents)			INDUSTRIES Subject to Sec 27-39-329and School Tax 3 DO NOT INCLUDE THIS VALUE IN COLUMN 2				Mfg. Products (School Tax Only)
	Billions	Millions	Thousands	Hundreds	%	Millions	Thousands	Hundreds					
A. Automobiles		273	023	343	30	81	907	013	A				
B. Mobile Homes		7	971	484	15	1	195	723	B				
1. Furniture & Fixtures		119	650	632	15	17	340	146	1	607	477		
2. Machinery & Equipment		302	931	872	15	44	688	730	2	751	048		
3. Leased Equipment		13	807	591	15	2	071	147	3				
4. Inventories		80	963	876	15	9	921	397	4	2,223	202		
5. Banks (Intangibles Only)					15				5				
6. In Lieu(27-31-104)					15				6				
7. Miscellaneous		4	139	062	15		610	651	7	10	216		
8. Manufactured Products (Subject to 27-31 / & 57-10-255)												8	
C. Grand Total		802	487	860		157	734	807	C	3,591	943		
D. Total Subject to Levee Tax									D				

Total Number of Personal Property Parcels Assessed 1203

REAL PROPERTY – 20 21

Class of Land	True Value of all Properties Reflected in Columns 2 and 3				Ratio	Assessed Valuation			INDUSTRIES Subject to Sec 27-39-329 and School Tax 3 DO NOT INCLUDE THIS VALUE IN COLUMN 2				No. Acres
	Billions	Millions	Thousands	Hundreds	%	Millions	Thousands	Hundreds					
1. Class 1 lands		301	848	191	10	30	185	092	1				
2. Class 1 Improvements	1	459	889	719	10	145	989	541	2				
3. Cultivatable Lands (excluding improvements)		174	278	212	15	24	744	964	3	1,397	590		
4. Building & Improvements on County Lands		546	066	432	15	65	033	696	4	16,876	422		
5. Un-cultivatable lands (excluding improvements & timber		33	627	266	15	5	015	387	5	28	834		
6. Real estate in cities, towns, & villages		437	351	164	15	65	603	388	6				
7. Buildings & Improvements thereon		747	531	730	15	112	129	918	7				
8. In Lieu (27-31-104)					15				8				
A. Total acreage & Valuation subject to tax	3	700	592	714		448	701	986	A	18,302	846	A	227,557.50
9. U.S. Government Land												9	23,068.49
10. Exempt land & school land												10	1,910.10
11. State, County, Municipal land												11	21,929.27
12. Acres assessed by tax commission												12	892.68
B. TOTAL LAND IN COUNTY												B	275,358.04
C. Lands subject to levee taxes												C	

Total Number of Real Property Parcels Assessed 52147

Witness my hand, this 6th day of July 20 21

Jimmie

County Tax Assessor

Attachment: 2021 Landroll (8387 : 2021 Landroll)

Form 60-907 (Rev. 09/19)
Formerly 71-007

20 21
ASSESSOR'S AFFIDAVIT TO THE LAND ROLL

STATE OF MISSISSIPPI,

HANCOCK COUNTY

Personally appeared before me TIMOTHY A. KELLAR

Chancery Clerk of Said County, JIMMIE LADNER, JR.

Tax Assessor of said County, who presented his/her real roll for the year 20 21 containing assessments as of January 1, 20 21 and who being duly sworn deposes and state that he/she faithfully endeavored to ascertain and assess all the persons and property in his/her county; that he/she has not omitted any person or thing, or placed upon, or accepted an undervaluation of any property through fear, favor or partiality, and that he/she has required every taxpayer to make the oath required to be taken by the person rendering a list of his taxable property wherever possible; that he/she has administered the oath required in every case, where it was in power to do so, and called attention to its provisions; and that he/she has filed with the clerk of the Board of Supervisors, under oath, a list showing the name of every taxpayer who has failed or refused to make oath on his/her tax list.

Tax Assessor

Sworn to and subscribed before me, this that 6th day of July A.D., 20 21

Chancery Clerk

By _____
Deputy Chancery Clerk

Must bare clerk's seal

Clerk's Certificate of Filing

I, TIMOTHY A. KELLAR Chancery Clerk of said county, do hereby certify that the Land assessment roll of said county was filed in my office, this 6th day of July, A.D., 20 21

Chancery Clerk

By _____
Deputy Chancery Clerk

Final Recapitulation Appears on Page _____

Filed with the Department of Revenue, this _____ day of _____, A.D., 20___

By _____
Department of Revenue

Attachment: 2021 Landroll (8387 : 2021 Landroll)

Form 60-907 (Rev. 09/19)
Formerly 71-007

20 21
ASSESSOR'S AFFIDAVIT TO THE LAND ROLL

STATE OF MISSISSIPPI,

HANCOCK COUNTY

Personally appeared before me TIMOTHY A. KELLAR

Chancery Clerk of Said County, JIMMIE LADNER, JR.

Tax Assessor of said County, who presented his/her real roll for the year 20 21 containing assessments as of January 1, 20 21 and who being duly sworn deposes and state that he/she faithfully endeavored to ascertain and assess all the persons and property in his/her county; that he/she has not omitted any person or thing, or placed upon, or accepted an undervaluation of any property through fear, favor or partiality, and that he/she has required every taxpayer to make the oath required to be taken by the person rendering a list of his taxable property wherever possible; that he/she has administered the oath required in every case, where it was in power to do so, and called attention to its provisions; and that he/she has filed with the clerk of the board of Supervisors, under oath, a list showing the name of every taxpayer who has failed or refused to make oath on his/her tax list.

Jimmie L

Tax Assessor

Sworn to and subscribed before me, this that 6th day of July A.D., 20 21

Timothy A. Kellar

Chancery Clerk

By _____

Deputy Chancery Clerk

Must bare clerk's seal

Clerk's Certificate of Filing

I, TIMOTHY A. KELLAR Chancery Clerk of said county, do hereby certify that the Land assessment roll of said county was filed in my office, this 6th day of July, A.D., 20 21

Timothy A. Kellar

Chancery Clerk

By _____

Deputy Chancery Clerk

Final Recapitulation Appears on Page _____

Filed with the Department of Revenue, this _____ day of _____, A.D., 20____

By _____

Department of Revenue

Attachment: 2021 Landroll (8387 : 2021 Landroll)

Form 60-906 (Rev.09/19)
Formerly 71-006

20 21
ASSESSOR'S AFFIDAVIT TO THE PERSONAL ROLL

STATE OF MISSISSIPPI,

HANCOCK COUNTY.

Personally appeared before me TIMOTHY A. KELLAR

Chancery Clerk of Said County, JIMMIE LADNER, JR.

Tax Assessor of said County, who presented his/her personal roll for the year 20 21 containing assessments as of January 1, 20 21 and who being duly sworn deposes and state that he/she faithfully endeavored to ascertain and assess all the persons and property in his/her county; that he/she has not omitted any person or thing, or placed upon, or accepted an undervaluation of any property through fear, favor or partiality, and that he/she has required every taxpayer to make the oath required to be taken by the person rendering a list of his/her taxable property wherever possible; that he/she has administered the oath required in every case, where it was in power to do so, and called attention to its provisions; and that he/she has filed with the clerk of the Board of Supervisors, under oath, a list showing the name of every taxpayer who has failed or refused to make oath on his tax list.

Jimmie D. Ladner
Tax Assessor

Sworn to and subscribed before me, this that 6th day of July A.D., 20 21

Timothy A. Kellar
Chancery Clerk

By _____
Deputy Chancery Clerk

Must bare clerk's seal

Clerk's Certificate of Filing

I, TIMOTHY A. KELLAR Chancery Clerk of said county, do hereby certify that the personal assessment roll of said county was filed in my office, this 6th day of July, A.D., 20 21

Timothy A. Kellar
Chancery Clerk

By _____
Deputy Chancery Clerk

Final Recapitulation Appears on Page _____

Filed with the Department of Revenue, this _____ day of _____, A.D., 20____

By _____
Department of Revenue

Attachment: 2021 Landroll (8387 : 2021 Landroll)

Form 60-906 (Rev.09/19)
Formerly 71-006

20 21
ASSESSOR'S AFFIDAVIT TO THE PERSONAL ROLL

STATE OF MISSISSIPPI,

HANCOCK COUNTY.

Personally appeared before me TIMOTHY A. KELLAR

Chancery Clerk of Said County, JIMMIE LADNER, JR.

Tax Assessor of said County, who presented his/her personal roll for the year 20 21 containing assessments as of January 1, 20 21 and who being duly sworn deposes and state that he/she faithfully endeavored to ascertain and assess all the persons and property in his/her county; that he/she has not omitted any person or thing, or placed upon, or accepted an undervaluation of any property through fear, favor or partiality, and that he/she has required every taxpayer to make the oath required to be taken by the person rendering a list of his/her taxable property wherever possible; that he/she has administered the oath required in every case, where it was in power to do so, and called attention to its provisions; and that he/she has filed with the clerk of the Board of Supervisors, under oath, a list showing the name of every taxpayer who has failed or refused to make oath on his tax list.

Jimmie S. L.
Tax Assessor

Sworn to and subscribed before me, this that 6th day of July A.D., 20 21

Timothy A. Kellar
Chancery Clerk

By _____
Deputy Chancery Clerk

Must bare clerk's seal

Clerk's Certificate of Filing

I, TIMOTHY A. KELLAR Chancery Clerk of said county, do hereby certify that the personal assessment roll of said county was filed in my office, this 6th day of July, A.D., 20 21

Timothy A. Kellar
Chancery Clerk

By _____
Deputy Chancery Clerk

Final Recapitulation Appears on Page _____

Filed with the Department of Revenue, this _____ day of _____, A.D., 20___

By _____
Department of Revenue

Attachment: 2021 Landroll (8387 : 2021 Landroll)

Form 60-508(Rev. 09/19)
Formerly 71 011

ASSESSED VALUATION OF MOTOR VEHICLES AND MOBILE HOME

	MOTOR VEHICLE VALUES	MOBILE HOME VALUES
County Total	80,841,503	1,185,364
School Districts:		
Bay St. Louis MSSD	25,533,841	57,893
Hancock School	54,941,145	1,109,370
Picayune	366,517	18,101
Total School Districts:	80,841,503	1,185,364
Road Districts:		
District 1	16,168,300	237,072
District 2	16,168,300	237,072
District 3	16,168,300	230,072
District 4	16,168,300	230,072
District 5	16,168,300	237,076
Total Road Districts:	80,841,503	1,185,364

WITNESS my hand and seal of said office, this the 6th day of JULY, 20 2021.

Timothy A. Kelly, Clerk

(To the Clerk: This certificate should be accurately, fully and properly filled in and signed. Seal should be affixed. It should then be placed in the Tax Commission's copy of the personal roll.)

Attachment: 2021 Landroll (8387 : 2021 Landroll)

Form 60-600 (Rev. 07/10

Formerly 71-008

2021 July
Supervisor's Court July 6, 2021 Term.

STATE OF MISSISSIPPI
Hancock County,

ORDER OF THE BOARD OF SUPERVISORS
RE: REAL AND PERSONAL PROPERTY ASSESSMENT ROLLS

This day came on to be considered by the Board of Supervisors of Hancock County, the matter of the assessment of personal property for the year 2021 and of real property for the year 2021 and it appearing affirmatively to this Board that Jimmie Ladner, Jr., Tax Assessor of s County, has completed the assessment of both real and personal property for the said year; that the said assessor filed the real and perso property assessment rolls with the clerk of this Board of Supervisors on or before the **6th of July, 2021** as provided by law; and that said assessor made an affidavit and appended it to each of said rolls; that said affidavit showed that he has faithfully endeavored to ascertain and assess all the persons and property in said county; that he did not omit any person or thing, and did not place upon, or accept, an under-valuation of any property, through fear, favor or partiality; that he required every tax payer to make the oath required to be taken by the person rendering a list of his taxable property, wherever possible; that the said assessor filed with the rolls, under oath, list showing the name of every taxpayer who failed or refused to make oath to his tax list; that this Board of Supervis immediately at its **July 6, 2021** meeting proceeded to equalize the said rolls, and has completed such equalization at least **ten** days before its **August 2, 2021** meeting; That said Tax Assessor attended the meeting of this Board of Supervisors, while it was considering said assessments of persons and property, from day to day ,and that he rendered all assistance which his knowledge and information enabled him to give; and that at the said meeting, this Board of Supervisors did then and there cause to be assessed all persons and things, found to be omitted from said rolls, and caused to be correctly valued all property found to be under-valued; tha this Board carefully examined the land roll and saw that it embraced all the land in said county, and that it represented said lands as bei the property of individuals, or the State, or the United States, according to the fact; that it was taxable or not taxable according to la that all such property is correctly described so as to be identified with certainty; that there are no double assessments; that all land improperly omitted from the real property rolls has been added thereto by this Board of Supervisors, or under it direction; that land incorrectly and insufficiently described has been properly described; that all land which was not classed correctly or was under-valued has been classified and valued properly; that all corrections have been made in said rolls; and that all things required by law, have been done;

IT IS THEREFORE, ORDERED by the Board of Supervisors of the said County, that the said assessment rolls, and the assessments ther contained, be, and they are hereby approved, with corrections, subject to the right of parties in interest to be heard on all objecti hereafter made by them, and subject to further changes and corrections by this Board, as Authorized by law.

It is further ordered by this Board of Supervisors that a notice be posted at the Court house, or Courthouses, in said County, and be Published in The Sea Coast Echo, a newspaper published at Bay St. Louis, Mississippi, notifying the public and tax payers of said county

1. That the said assessment rolls, so equalized, are ready for inspection and examination, and
2. This Board will be in session for the purpose of hearing objections to the said assessments which may be file, at the Courthouse in the City of Bay St. Louis, said county and state, on the **16th day, of August, 2021 at 1:30 p.m.** and
3. This Board will remain in session from day to day until all objections, lawfully files, shall have been disposed of, and all prope correction have been made in the roll.

It is further ordered by this Board that notice shall be given to the public and to the taxpayers of said county in the following form:

"PUBLIC NOTICE"

TO THE PUBLIC AND TO THE TAXPAYERS OF HANCOCK COUNTY, MISSISSIPPI:
"You are hereby notified that the real and personal property assessment rolls of the above named county, for the Year 2021 have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the Clerk of the Board of Supervisors of said County, on or before the **2nd of August, 2021** at his office in the Courthouse of said county, and that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and that all assessments to which objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors, and that said rolls and the assessments contained therein will be approved by this Board of Supervisors; and that,

"1. This Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the Court house in the City of Bay St. Louis, said County and State on the **16th day of August, 2021 at 1:30 p.m**.

"2. This Board of Supervisors will remain in session from day to day until all objections, lawfully filed, shall have been disposed of and all proper corrections made in the said rolls.

"Witness the signature and seal of the said Board of Supervisors the **6th day of July, 2021**, and, "THE BOARD OF SUPERVISORS OF HANCOCK COUNTY

CLERK'S CERTIFICATE

I, Timothy A. Kellar, Clerk of the Board of Supervisors of Hancock County, State of Mississippi, do hereby certify that the foregoing is a true and correct transcript of and order of said Board of Supervisors, passed on the **6th date of July, 2021** as the same appears on Page N/A of Minute Book N/A of said Board, now on file in the office of said Clerk in the City of Bay St. Louis in said County. Witness my hand and official seal, the **6th day of July, 2021**.

Clerk of the Board of Supervisors of said County.

By_____, D.C.B.
Clerk must be sure to fill the above and to affix his Seal to this Certificate.

Attachment: 20210706 - DOR prop_60600JulyBoardOrder (9394 : Approve Real and Personal Property Assessment Rolls)

Form 60-600 (Rev. 07/10
Formerly 71-008

2021 July
Supervisor's Court July 6, 2021 Term.

STATE OF MISSISSIPPI
Hancock County,

ORDER OF THE BOARD OF SUPERVISORS
RE: REAL AND PERSONAL PROPERTY ASSESSMENT ROLLS

This day came on to be considered by the Board of Supervisors of Hancock County, the matter of the assessment of personal property for the year 2021 and of real property for the year 2021 and it appearing affirmatively to this Board that Jimmie Ladner, Jr., Tax Assessor of said County, has completed the assessment of both real and personal property for the said year; that the said assessor filed the real and personal property assessment rolls with the clerk of this Board of Supervisors on or before the **6th of July, 2021** as provided by law; and that said assessor made an affidavit and appended it to each of said rolls; that said affidavit showed that he has faithfully endeavored to ascertain and assess all the persons and property in said county; that he did not omit any person or thing, and did not place upon, or accept, an under-valuation of any property, through fear, favor or partiality; that he required every tax payer to make the oath required to be taken by the person rendering a list of his taxable property, wherever possible; that the said assessor filed with the rolls, under oath, a list showing the name of every taxpayer who failed or refused to make oath to his tax list; that this Board of Supervisor, immediately at its **July 6, 2021** meeting proceeded to equalize the said rolls, and has completed such equalization at least **ten** days before its **August 2, 2021** meeting; That said Tax Assessor attended the meeting of this Board of Supervisors, while it was considering said assessments of persons and property, from day to day ,and that he rendered all assistance which his knowledge and information enabled him to give; and that at the said meeting, this Board of Supervisors did then and there cause to be assessed all persons and things, found to be omitted from said rolls, and caused to be correctly valued all property found to be under-valued; that this Board carefully examined the land roll and saw that it embraced all the land in said county, and that it represented said lands as being the property of individuals, or the State, or the United States, according to the fact; that it was taxable or not taxable according to law; that all such property is correctly described so as to be identified with certainty; that there are no double assessments; that all land improperly omitted from the real property rolls has been added thereto by this Board of Supervisors, or under it direction; that all land incorrectly and insufficiently described has been properly described; that all land which was not classed correctly or was under-valued has been classified and valued properly; that all corrections have been made in said rolls; and that all things required by law, have been done;

IT IS THEREFORE, ORDERED by the Board of Supervisors of the said County, that the said assessment rolls, and the assessments therein contained, be, and they are hereby approved, with corrections, subject to the right of parties in interest to be heard on all objections hereafter made by them, and subject to further changes and corrections by this Board, as Authorized by law.

It is further ordered by this Board of Supervisors that a notice be posted at the Court house, or Courthouses, in said County, and be Published in The Sea Coast Echo, a newspaper published at Bay St. Louis, Mississippi, notifying the public and tax payers of said county:

1. That the said assessment rolls, so equalized, are ready for inspection and examination, and
2. This Board will be in session for the purpose of hearing objections to the said assessments which may be file, at the Courthouse in the City of Bay St. Louis, said county and state, on the **16th day, of August, 2021 at 1:30 p.m.** and
3. This Board will remain in session from day to day until all objections, lawfully files, shall have been disposed of, and all proper correction have been made in the roll.

It is further ordered by this Board that notice shall be given to the public and to the taxpayers of said county in the following form:

"PUBLIC NOTICE"

TO THE PUBLIC AND TO THE TAXPAYERS OF HANCOCK COUNTY, MISSISSIPPI:
"You are hereby notified that the real and personal property assessment rolls of the above named county, for the Year 2021 have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the Clerk of the Board of Supervisors of said County, on or before the **2nd of August, 2021** at his office in the Courthouse of said county, and that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and that all assessments to which objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors, and that said rolls and the assessments contained therein will be approved by this Board of Supervisors; and that,

"1. This Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the Court house in the City of Bay St. Louis, said County and State on the **16th day of August, 2021 at 1:30 p.m.**

"2. This Board of Supervisors will remain in session from day to day until all objections, lawfully filed, shall have been disposed of and all proper corrections made in the said rolls.

"Witness the signature and seal of the said Board of Supervisors the **6th day of July, 2021**, and, "THE BOARD OF SUPERVISORS OF HANCOCK COUNTY

CLERK'S CERTIFICATE

I, Timothy A. Kellar, Clerk of the Board of Supervisors of Hancock County, State of Mississippi, do hereby certify that the foregoing is a true and correct transcript of and order of said Board of Supervisors, passed on the **6th date of July, 2021** as the same appears on Page N/A of Minute Book N/A of said Board, now on file in the office of said Clerk in the City of Bay St. Louis in said County. Witness my hand and official seal, the **6th day of July, 2021**.

Clerk of the Board of Supervisors of said County.

By _____, D.C.B.

Clerk must be sure to fill the above and to affix his Seal to this Certificate.

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: 20210706 - DOR prop_60600JulyBoardOrder - signed (9394 : Approve Real and Personal Property Assessment Rolls)

Jimmie Ladner, Jr.
Hancock County
Tax Assessor / Collector

Post Office Box 2428
Bay St. Louis, MS 39521-2428
Toll Free - 1.888.409.6651
FAX - 228.466.6239

Phone Numbers:
COLLECTOR - 228.467.1669
ASSESSOR - 228.467.5727
APPRAISAL - 228.467.0130

To: Hancock County
Board of Supervisors

Date: July 6, 2021

1. Request the following to be spread on the board minutes.
   a) Request the Board of Supervisors to spread on the minutes the 2021/2022 budget as submitted.
   b) Request the following base pay rates to be spread on the minutes the following personal effective July 4, 2021.
   Candice Allen $42,883.00 or $20.61 per hour
   Leslie Besancon $35,562.00 or 17.24 per hour
   Brianna Palmer 34,000.00 or $16.34 per hour.
   Note: All Three receive the full $6500.00 education benefit. These funds are budgeted.
   Meagan M. Hemphill $13.50 per hour. **096-153-5402**
   Note: Ms. Hemphill will continue to receive the CR1 education benefit of $2,000.00
   Britni Moody $16.11 per hour
   Note: Ms. Mood will continue to receive the CR1 education benefit of $2,000.00
   All adjustments are the result of retirements, the funds are budgeted.
   c) Request the Board of Supervisors to spread on the minutes the 2021 Landroll as submitted.

2. Request the following to be approved by the Board of Supervisors.
3. General Discussion

If my staff or I can be of any assistance to you please feel free to call.

Sincerely,

Jimmie Ladner, Jr.
Hancock County
Assessor/Tax Collector

Attachment: Pay Increases (8386 : Spread base rates of pay for Tax Assessor's office)

Jimmie Ladner, Jr.
Hancock County
Tax Assessor / Collector

Post Office Box 2428
Bay St. Louis, MS 39521-2428
Toll Free - 1.888.409.6651
FAX - 228.466.6239

Phone Numbers:
COLLECTOR - 228.467.1669
ASSESSOR - 228.467.5727
APPRAISAL - 228.467.0130

To: Hancock County
Board of Supervisors
Att: Payroll

Date: July 6, 2021

Re: Salary adjustments,

Board Members
Request that the following base pay rates be spread on minutes, effective July 4, 2021.

Candice Allen $42,883.00 or $20.61 per hour
Leslie Besancon $35,562.00 or $17.24 per hour
Brianna Palmer $34,000.00 or $16.34 per hour

Note: All three receive the full $6,500.00 education benefit. These funds are budgeted.

Meagan M. Hemphill $13.50 per hour. **096-153-5402**

Note: MS. Hemphill will continue to receive the CR1 education benefit of $2,000.00

Britni Moody $16.11 per hour.

Note: MS. Moody will continue to receive the CR1 education benefit of $2,000.00

All of these adjustments are the result of retirements, the funds are budgeted.

Sincerely

Jimmie Ladner Jr.
Hancock County
Tax Collector/Assessor

Attachment: Pay Increases (8386 : Spread base rates of pay for Tax Assessor's office)

Jimmie Ladner, Jr.
Hancock County
Tax Assessor / Collector

Post Office Box 2428
Bay St. Louis, MS 39521-2428
Toll Free - 1.888.409.6651
FAX - 228.466.6239

Phone Numbers:
COLLECTOR - 228.467.1669
ASSESSOR - 228.467.5727
APPRAISAL - 228.467.0130

To: Hancock County
Board of Supervisors

Date: July 6, 2021

1. Request the following to be spread on the board minutes.
   a) Request the Board of Supervisors to spread on the minutes the 2021/2022 budget as submitted.
   b) Request the following base pay rates to be spread on the minutes the following personal effective July 4, 2021.
   Candice Allen $42,883.00 or $20.61 per hour
   Leslie Besancon $35,562.00 or 17.24 per hour
   Brianna Palmer 34,000.00 or $16.34 per hour.
   Note: All Three receive the full $6500.00 education benefit. These funds are budgeted.
   Meagan M. Hemphill $13.50 per hour. **096-153-5402**
   Note: Ms. Hemphill will continue to receive the CR1 education benefit of $2,000.00
   Britni Moody $16.11 per hour
   Note: Ms. Mood will continue to receive the CR1 education benefit of $2,000.00
   All adjustments are the result of retirements, the funds are budgeted.
   c) Request the Board of Supervisors to spread on the minutes the 2021 Landroll as submitted.

2. Request the following to be approved by the Board of Supervisors.
3. General Discussion

If my staff or I can be of any assistance to you please feel free to call.

Sincerely,

Jimmie Ladner, Jr.
Hancock County
Assessor/Tax Collector

Attachment: Pay Increases (8386 : Spread base rates of pay for Tax Assessor's office)

Jimmie Ladner, Jr.
Hancock County
Tax Assessor / Collector

Post Office Box 2428
Bay St. Louis, MS 39521-2428
Toll Free - 1.888.409.6651
FAX - 228.466.6239

Phone Numbers:
COLLECTOR - 228.467.1669
ASSESSOR - 228.467.5727
APPRAISAL - 228.467.0130

To: Hancock County
Board of Supervisors
Att: Payroll

Date: July 6, 2021

Re: Salary adjustments,

Board Members
Request that the following base pay rates be spread on minutes, effective July 4, 2021.

Candice Allen $42,883.00 or $20.61 per hour
Leslie Besancon $35,562.00 or $17.24 per hour
Brianna Palmer $34,000.00 or $16.34 per hour

Note: All three receive the full $6,500.00 education benefit. These funds are budgeted.

Meagan M. Hemphill $13.50 per hour. **096-153-5402**

Note: MS. Hemphill will continue to receive the CR1 education benefit of $2,000.00

Britni Moody $16.11 per hour.

Note: MS. Moody will continue to receive the CR1 education benefit of $2,000.00

All of these adjustments are the result of retirements, the funds are budgeted.

Sincerely

Jimmie Ladner Jr.
Hancock County
Tax Collector/Assessor

Attachment: Pay Increases (8386 : Spread base rates of pay for Tax Assessor's office)

DIMS Master Service Agreement

This MASTER SUBSCRIPTION AGREEMENT FOR DIMS, including all exhibits hereto (this "**Agreement**"), is made and entered into on 06/15, 2021 ("Effective Date") by and between Datagain Inc. ("**Datagain**") a New Jersey corporation having offices at 1 Creekside Court, Secaucus, NJ 07094, USA and Family Treatment Court ("**Client**"), a Government entity having its principal place of business at _126 Court Street,Hancock,St. Bay Louis,Mississippi,39520

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

Where necessary, Datagain or Client is individually referred to as a "Party" and collectively as "Parties" in this Agreement.

NOW THEREFORE, the Parties intending to be legally bound agree as follows:

1. DEFINITIONS

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Datagain Technology**" means all of the proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, APIs, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Client by Datagain in providing the Services;

"**Services**" means the products and services offered by Datagain and made available to Client via the customer login link and/or other web pages designated by Datagain.

"**Content**" means the documents, software, products and services contained or made available to Client in the course of using the Services that does not contain any Client information or data; "Content" exclude Non-Datagain Applications and content.

"**Non-Datagain Applications and Content**" means online and offline software products, services and content that are provided by entities or individuals other than Datagain and are

Attachment: 20210706 - DIMS Master Service Agreement (9425 : Authorize Board President to sign the DIMS Software subscription agreement)

clearly identified as such, and that interoperate with the Services with Datagain's written consent.

"**Order Form**" means the documents for placing orders hereunder, which are entered into between Client and Datagain from time to time. Order Form(s) shall be deemed incorporated herein by reference.

"**Purchased Services**" means Services that Client purchases under an Order Form, as distinguished from those provided pursuant to a free trial.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Users**" means individuals who are authorized by Client to use the Services, for whom subscriptions to the Services have been ordered, and who have been supplied user identifications and passwords by Client (or by Datagain at Client request). Users include Client employees, consultants, contractors and agents, provided however, Datagain's competitors or vendors of complimentary products are not Users and may not access or view the Services without our express written consent.

"**Client Data**" means all electronic data or information submitted by Client to the Purchased Services.

2. SERVICES

2.1. Provision of Services. Datagain shall make the Services available to Client pursuant to this Agreement and the relevant Order Forms during a subscription term. Client purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Datagain regarding future functionality or features. This does not include browser or device compatibility related upgrades and fixes.

2.2. User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users as described in the Order Form(s), (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

Attachment: 20210706 - DIMS Master Service Agreement (9425 : Authorize Board President to sign the DIMS Software subscription agreement)

3. USE OF THE SERVICES

3.1. License Grant. Datagain hereby grant's Client a non-exclusive, non-transferable, worldwide right to use the Services as described on the relevant Order Form(s), solely for Client's internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Client are reserved by Datagain.

3.2. Restrictions. Client shall not permit third parties, without Datagain's express written consent, (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Content in any way for any reason; (ii) modify or make derivative works based upon the Services, Datagain Technology or the Content; or (iii) reverse engineer or access the Services in order to (a) build a complimentary or competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Services. A violation of this paragraph 3.2 shall be considered a material breach of the contract.

3.3. Our Responsibilities. Datagain shall: (i) provide basic support for the Services to Client including a) phone and email technical support, b) user guides and FAQs c) dedicated account manager (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for (a) planned downtime of which Datagain shall give Client written notice, or (b) any unavailability of the Services caused by circumstances beyond Datagain's reasonable control, (iii) provide the Services only in accordance with applicable laws and government regulations, and (iv) to comply in all respects with the applicable laws, codes, rules, regulations and decisions of any legislative, administrative or judicial body exercising any power or jurisdiction over any Services described in this Agreement. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications.

3.4. Protection of Client Data. Datagain shall maintain, or cause to be maintained, commercially reasonable and appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Client Data stored with Datagain's hosting vendor. We shall not (a) modify Client's Data, (b) disclose, provide, rent, or sell Client's Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by Client, or (c) access Client Data except to provide the Services and prevent or address service or technical problems, or at Client's request in connection with customer support matters.

Attachment: 20210706 - DIMS Master Service Agreement (9425 : Authorize Board President to sign the DIMS Software subscription agreement)

3.5. Data Storage. Datagain will determine the locations of the data centers in which Client Data will be stored and accessible by Client Users.

3.6. Client Responsibilities. Client shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Client's Data and of the means by which Client acquired the Data, (iii) if applicable to Client, maintain processes, controls and procedures to ensure Client Users compliance with statutory and regulatory requirements, (iv) prevent unauthorized access to or use of the Services, and notify Datagain promptly of any such unauthorized access or use of any password or account or any other breach of security, (v) use the Services only in accordance with the applicable laws and government regulations, (vi) provide all hardware, systems software and third party software for Services that run on Client's servers, and (vii) provide desktop computers and related software to operate the Services. Client shall not (a) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks. Client is responsible for all activities undertaken by Client Users which result in unauthorized access to Client data.

3.7. Storage Limitations. There is no limit on the amount of data or documents Client may store in the Services.

4. NON-DATAGAIN APPLICATIONS AND CONTENT

4.1. Acquisition of Non-Datagain Applications and Content. Datagain may from time to time make available to Client third-party products or services, including but not limited to Non-Datagain Applications and Content, training and other consulting services. In no event shall Client be obligated to purchase any third-party products or services available from Datagain. Any acquisition by Client of such Non-Datagain Applications or Content, and any exchange of data between Client and any Non-Datagain provider, is solely between Client and the applicable Non-Datagain provider of such applications or content. Datagain does not warrant or support Non-Datagain Applications or Content, whether or not they are designated by Datagain as "certified" or otherwise, except as explicitly specified in an Order Form. Datagain has the authority to utilize and integrate other third party software into Datagain's product. No purchase of Non-Datagain Applications or Content is required to use the Services except a supported computing device, operating system, compliant web browser and Internet connection.

5. FEES AND PAYMENT FOR SERVICES

5.1. Fees. Client shall pay all undisputed fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services

Attachment: 20210706 - DIMS Master Service Agreement (9425 : Authorize Board President to sign the DIMS Software subscription agreement)

purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable.

5.2. Invoicing and Payment. Client will provide Datagain with a valid purchase order or alternative purchase confirmation document which is reasonably acceptable to Datagain. Datagain will issue Invoices in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due Net 30 days from the invoice date. Client is responsible for providing complete and accurate billing and contact information and notifying of any changes.

5.3. Suspension of Service. If any amount owed by Client under this or any other agreement for Datagain's services is sixty (60) or more days overdue, Datagain may suspend the Services until such amounts are paid in full. Datagain will give at least fifteen (15) days' prior notice that the account is overdue before suspending services.

5.4. Payment Disputes. Datagain shall not exercise the rights under Section 5.3 (Suspension of Service) if Client is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.5. Taxes. Unless otherwise stated on the Order Form, Datagain's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Client is responsible for paying all Taxes associated with the purchases hereunder. Datagain is solely responsible for taxes assessable based on Datagain's income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Datagain alone (and the licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, to the Services, Datagain Technology and Content. This Agreement is not a sale and does not convey any rights of ownership in or related to the Services, Content, Datagain Technology or the Intellectual Property Rights owned by Datagain (or our licensors, where applicable.) The logo, and the product names associated with the Services are trademarks of Datagain, and no right or license is granted to Client to use them, except in training materials prepared by Client for internal use.

6.2. Client Data. Subject to the limited rights granted by Client hereunder, Datagain acquires no right, title or interest from Client under this Agreement in or to Client Data, including any intellectual property rights therein.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "**Confidential**

Attachment: 20210706 - DIMS Master Service Agreement (9425 : Authorize Board President to sign the DIMS Software subscription agreement)

Information" means all confidential or proprietary information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated in writing as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall include Client Data; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Client Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) was disclosed with written permission from the Disclosing Party to Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8. WARRANTIES AND DISCLAIMERS

8.1. Warranties. Datagain warrants throughout the term of this Agreement that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the described workflows and functionalities (iii) the functionality of the Services will not be materially decreased during a subscription term. For any breach of a warranty above, the exclusive remedy shall be for Datagain to re-perform the Services or terminate the Agreement as provided in Section 11 (Term and Termination).

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED,

Attachment: 20210706 - DIMS Master Service Agreement (9425 : Authorize Board President to sign the DIMS Software subscription agreement)

STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNIFICATION

9.1. Indemnification by Client. Client shall indemnify and hold Datagain, its directors, officers, suppliers, employees, agents, subcontractors, affiliates and business partners harmless from and against any loss, damage or expense (including reasonable attorney fees) incurred in connection with any claims, suit or other action by any third party against Datagain, arising as a result of Client's negligent use of the Datagain's Service or a breach of any of Client's obligations under this Agreement

9.2. Indemnification by Datagain. Datagain shall indemnify and hold Client, its directors, officers, suppliers, employees, agents, subcontractors, affiliates and business partners harmless from and against any loss, damage or expense (including reasonable attorney fees) incurred arising from or related to Datagain's negligence in its performance of the Services, including any claims, suit or other action by any third party against Client alleging that Datagain's Service infringe such third party's intellectual property rights.

10. LIMITATION OF LIABILITY

10.1. EXCEPT FOR A PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY) OR A PARTY'S INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT, CONTRACT, PRODUCT LIABILITY, NEGLIGENCE, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. EXCEPT AS PROVIDED IN THIS AGREEMENT, DATAGAIN WILL NOT BE LIABLE FOR ANY LOSS RESULTING FROM SERVICE USER'S USE OR INABILITY TO USE DATAGAIN SERVICE EVEN IF DATAGAIN SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT FOR A BREACH OF CONFIDENTIALITY OR OBLIGATIONS UNDER INDEMNIFICATION, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT EXCEED TWO TIMES (2x) THE AGGREGATE OF ALL AMOUNTS PAID BY Client TO DATAGAIN IN THE SIX (6) MONTHS PRECEDING INITIATION OF SUCH CLAIM OR ACTION.

11. TERM AND TERMINATION

11.1. Term of Agreement. The Term of this Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year ("Initial Term"). After the

Attachment: 20210706 - DIMS Master Service Agreement (9425 : Authorize Board President to sign the DIMS Software subscription agreement)

Initial Term this Agreement shall only renew for successive periods of one year each, upon advance notification of term end date by Datagain and confirmation of renewal by Client, at least thirty (30) days prior to end of the then current term.

11.2. Termination for Breach. Either party may terminate this Agreement for breach of any of the terms of this Agreement by the other party, if such breach is not cured or has begun to cure by the other party within sixty (60) days of written notice by such party informing the other party of such breach.

11.3. Termination for Convenience. After the Initial Term, Client may terminate this Agreement for convenience by providing Datagain a written notice of termination thirty (30) days prior to the intended date of termination. Client is not entitled to terminate this Agreement during the Initial Term.

11.4. Termination for Datagain Service Discontinuation. Datagain may terminate this Agreement upon written notice to Client in the event that Datagain discontinues the Service, provided that (i) Datagain shall issue the notice within one (1) month from the date of public announcement of such discontinuation of the Service; and (ii) Datagain shall, upon request by Client, continue to provide the Service to Client for a period up to 1 (one) year from the date of such notice.

11.5. Refund or Payment upon Termination. Upon any termination for cause by Client, Datagain shall refund any prepaid fees covering the remainder of the term of all subscriptions as of the date of the breach and such refund will be paid after the effective date of termination. In no event shall any termination relieve Client of the obligation to pay any undisputed fees payable to Datagain for the period prior to the effective date of termination.

11.6. Return of Client Data. Upon written request by Client on or before the effective date of the expiration of the subscriptions or any termination of the Services, Datagain will make available for download a file containing Client Data in a MS SQL database formatted file.

11.7. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 9 (Indemnification), 10 (Limitation of Liability), 11.5 (Refund or Payment upon Termination), 11.6 (Return of Your Data), 12 (General Provisions) shall survive any termination or expiration of this Agreement.

12. GENERAL PROVISIONS

12.1. Entire Agreement. This Agreement, including the attached exhibits, constitutes and contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, concerning the subject matter hereof.

Attachment: 20210706 - DIMS Master Service Agreement (9425 : Authorize Board President to sign the DIMS Software subscription agreement)

12.2. Governing Law and Jurisdiction. This Agreement shall be governed by and construed strictly in accordance with the laws of the State of Delaware (excluding the rules governing conflict of laws). Any dispute arising out of or resulting from this Agreement shall be subject to the exclusive jurisdiction of courts in Delaware to the exclusion of all other courts.

12.3. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.5. Amendment. No changes, modifications or amendment of any nature made to this Agreement shall be valid unless evidenced in writing and signed for and on behalf of both parties by the respective authorized representatives.

12.6. Severability. If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or Agreement which most nearly approximates to their intent in entering into this Agreement.

12.7. Assignment. Neither Party shall assign, lease, rent, delegate or otherwise transfer its licenses and other rights as well as duties under this Agreement except with the prior written consent of the non-assigning Party, which shall not be unreasonably withheld. Any assignment in derogation of this provision will be void.

12.8. Waiver. Any waiver of any obligation of the either party arising out of this Agreement shall not take effect unless agreed to in writing by both the parties to this Agreement.

12.9 Counterparts. This Agreement may be executed, either physically or electronically, in one or more counterparts, all of which shall be considered original and constituting one and the same agreement.

12.10. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed so as to confer any right, benefit or remedy upon any third party to this Agreement.

12.11. Interpretation. This Agreement has been independently negotiated between the parties. Accordingly, no provision of this Agreement shall be construed against one party

Attachment: 20210706 - DIMS Master Service Agreement (9425 : Authorize Board President to sign the DIMS Software subscription agreement)

Datagain

by reason of such party being deemed the "author" of the Agreement. Section headings are not to be considered a part of this Agreement or to be a full and accurate description of the contents hereof. The terms of this Agreement shall be considered as confidential information of both the parties and both parties shall be bound to maintain the confidentiality of the terms of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS OF THE DATE FIRST WRITTEN ABOVE.

Datagain		Client.	
Sign:		Sign:	
Name:	Vivek Jha	Name:	
Title:	Director	Title:	
Date:	06/15/2021	Date:	

Attachment: 20210706 - DIMS Master Service Agreement (9425 : Authorize Board President to sign the DIMS Software subscription agreement)

DIMS Master Service Agreement

This MASTER SUBSCRIPTION AGREEMENT FOR DIMS, including all exhibits hereto (this "**Agreement**"), is made and entered into on 06/15, 2021 ("Effective Date") by and between Datagain Inc. ("**Datagain**") a New Jersey corporation having offices at 1 Creekside Court, Secaucus, NJ 07094, USA and Family Treatment Court ("**Client**"), a Government entity having its principal place of business at _126 Court Street,Hancock,St. Bay Louis,Mississippi,39520

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

Where necessary, Datagain or Client is individually referred to as a "Party" and collectively as "Parties" in this Agreement.

NOW THEREFORE, the Parties intending to be legally bound agree as follows:

1. DEFINITIONS

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Datagain Technology**" means all of the proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, APIs, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Client by Datagain in providing the Services;

"**Services**" means the products and services offered by Datagain and made available to Client via the customer login link and/or other web pages designated by Datagain.

"**Content**" means the documents, software, products and services contained or made available to Client in the course of using the Services that does not contain any Client information or data; "Content" exclude Non-Datagain Applications and content.

"**Non-Datagain Applications and Content**" means online and offline software products, services and content that are provided by entities or individuals other than Datagain and are

Attachment: 20210706 - DIMS Master Service Agreement - signed (9425 : Authorize Board President to sign the DIMS Software subscription

clearly identified as such, and that interoperate with the Services with Datagain's written consent.

"**Order Form**" means the documents for placing orders hereunder, which are entered into between Client and Datagain from time to time. Order Form(s) shall be deemed incorporated herein by reference.

"**Purchased Services**" means Services that Client purchases under an Order Form, as distinguished from those provided pursuant to a free trial.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Users**" means individuals who are authorized by Client to use the Services, for whom subscriptions to the Services have been ordered, and who have been supplied user identifications and passwords by Client (or by Datagain at Client request). Users include Client employees, consultants, contractors and agents, provided however, Datagain's competitors or vendors of complimentary products are not Users and may not access or view the Services without our express written consent.

"**Client Data**" means all electronic data or information submitted by Client to the Purchased Services.

2. SERVICES

2.1. Provision of Services. Datagain shall make the Services available to Client pursuant to this Agreement and the relevant Order Forms during a subscription term. Client purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Datagain regarding future functionality or features. This does not include browser or device compatibility related upgrades and fixes.

2.2. User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users as described in the Order Form(s), (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

Attachment: 20210706 - DIMS Master Service Agreement - signed (9425 : Authorize Board President to sign the DIMS Software subscription

3. USE OF THE SERVICES

3.1. License Grant. Datagain hereby grant's Client a non-exclusive, non-transferable, worldwide right to use the Services as described on the relevant Order Form(s), solely for Client's internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Client are reserved by Datagain.

3.2. Restrictions. Client shall not permit third parties, without Datagain's express written consent, (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Content in any way for any reason; (ii) modify or make derivative works based upon the Services, Datagain Technology or the Content; or (iii) reverse engineer or access the Services in order to (a) build a complimentary or competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Services. A violation of this paragraph 3.2 shall be considered a material breach of the contract.

3.3. Our Responsibilities. Datagain shall: (i) provide basic support for the Services to Client including a) phone and email technical support, b) user guides and FAQs c) dedicated account manager (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for (a) planned downtime of which Datagain shall give Client written notice, or (b) any unavailability of the Services caused by circumstances beyond Datagain's reasonable control, (iii) provide the Services only in accordance with applicable laws and government regulations, and (iv) to comply in all respects with the applicable laws, codes, rules, regulations and decisions of any legislative, administrative or judicial body exercising any power or jurisdiction over any Services described in this Agreement. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications.

3.4. Protection of Client Data. Datagain shall maintain, or cause to be maintained, commercially reasonable and appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Client Data stored with Datagain's hosting vendor. We shall not (a) modify Client's Data, (b) disclose, provide, rent, or sell Client's Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by Client, or (c) access Client Data except to provide the Services and prevent or address service or technical problems, or at Client's request in connection with customer support matters.

Attachment: 20210706 - DIMS Master Service Agreement - signed (9425 : Authorize Board President to sign the DIMS Software subscription

3.5. Data Storage. Datagain will determine the locations of the data centers in which Client Data will be stored and accessible by Client Users.

3.6. Client Responsibilities. Client shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Client's Data and of the means by which Client acquired the Data, (iii) if applicable to Client, maintain processes, controls and procedures to ensure Client Users compliance with statutory and regulatory requirements, (iv) prevent unauthorized access to or use of the Services, and notify Datagain promptly of any such unauthorized access or use of any password or account or any other breach of security, (v) use the Services only in accordance with the applicable laws and government regulations, (vi) provide all hardware, systems software and third party software for Services that run on Client's servers, and (vii) provide desktop computers and related software to operate the Services. Client shall not (a) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks. Client is responsible for all activities undertaken by Client Users which result in unauthorized access to Client data.

3.7. Storage Limitations. There is no limit on the amount of data or documents Client may store in the Services.

4. NON-DATAGAIN APPLICATIONS AND CONTENT

4.1. Acquisition of Non-Datagain Applications and Content. Datagain may from time to time make available to Client third-party products or services, including but not limited to Non-Datagain Applications and Content, training and other consulting services. In no event shall Client be obligated to purchase any third-party products or services available from Datagain. Any acquisition by Client of such Non-Datagain Applications or Content, and any exchange of data between Client and any Non-Datagain provider, is solely between Client and the applicable Non-Datagain provider of such applications or content. Datagain does not warrant or support Non-Datagain Applications or Content, whether or not they are designated by Datagain as "certified" or otherwise, except as explicitly specified in an Order Form. Datagain has the authority to utilize and integrate other third party software into Datagain's product. No purchase of Non-Datagain Applications or Content is required to use the Services except a supported computing device, operating system, compliant web browser and Internet connection.

5. FEES AND PAYMENT FOR SERVICES

5.1. Fees. Client shall pay all undisputed fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services

Attachment: 20210706 - DIMS Master Service Agreement - signed (9425 : Authorize Board President to sign the DIMS Software subscription

purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable.

5.2. Invoicing and Payment. Client will provide Datagain with a valid purchase order or alternative purchase confirmation document which is reasonably acceptable to Datagain. Datagain will issue Invoices in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due Net 30 days from the invoice date. Client is responsible for providing complete and accurate billing and contact information and notifying of any changes.

5.3. Suspension of Service. If any amount owed by Client under this or any other agreement for Datagain's services is sixty (60) or more days overdue, Datagain may suspend the Services until such amounts are paid in full. Datagain will give at least fifteen (15) days' prior notice that the account is overdue before suspending services.

5.4. Payment Disputes. Datagain shall not exercise the rights under Section 5.3 (Suspension of Service) if Client is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.5. Taxes. Unless otherwise stated on the Order Form, Datagain's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Client is responsible for paying all Taxes associated with the purchases hereunder. Datagain is solely responsible for taxes assessable based on Datagain's income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Datagain alone (and the licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, to the Services, Datagain Technology and Content. This Agreement is not a sale and does not convey any rights of ownership in or related to the Services, Content, Datagain Technology or the Intellectual Property Rights owned by Datagain (or our licensors, where applicable.) The logo, and the product names associated with the Services are trademarks of Datagain, and no right or license is granted to Client to use them, except in training materials prepared by Client for internal use.

6.2. Client Data. Subject to the limited rights granted by Client hereunder, Datagain acquires no right, title or interest from Client under this Agreement in or to Client Data, including any intellectual property rights therein.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "**Confidential**

Attachment: 20210706 - DIMS Master Service Agreement - signed (9425 : Authorize Board President to sign the DIMS Software subscription

Information" means all confidential or proprietary information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated in writing as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall include Client Data; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Client Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) was disclosed with written permission from the Disclosing Party to Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8. WARRANTIES AND DISCLAIMERS

8.1. Warranties. Datagain warrants throughout the term of this Agreement that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the described workflows and functionalities (iii) the functionality of the Services will not be materially decreased during a subscription term. For any breach of a warranty above, the exclusive remedy shall be for Datagain to re-perform the Services or terminate the Agreement as provided in Section 11 (Term and Termination).

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED,

Attachment: 20210706 - DIMS Master Service Agreement - signed (9425 : Authorize Board President to sign the DIMS Software subscription

STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNIFICATION

9.1. Indemnification by Client. Client shall indemnify and hold Datagain, its directors, officers, suppliers, employees, agents, subcontractors, affiliates and business partners harmless from and against any loss, damage or expense (including reasonable attorney fees) incurred in connection with any claims, suit or other action by any third party against Datagain, arising as a result of Client's negligent use of the Datagain's Service or a breach of any of Client's obligations under this Agreement

9.2. Indemnification by Datagain. Datagain shall indemnify and hold Client, its directors, officers, suppliers, employees, agents, subcontractors, affiliates and business partners harmless from and against any loss, damage or expense (including reasonable attorney fees) incurred arising from or related to Datagain's negligence in its performance of the Services, including any claims, suit or other action by any third party against Client alleging that Datagain's Service infringe such third party's intellectual property rights.

10. LIMITATION OF LIABILITY

10.1. EXCEPT FOR A PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY) OR A PARTY'S INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT, CONTRACT, PRODUCT LIABILITY, NEGLIGENCE, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. EXCEPT AS PROVIDED IN THIS AGREEMENT, DATAGAIN WILL NOT BE LIABLE FOR ANY LOSS RESULTING FROM SERVICE USER'S USE OR INABILITY TO USE DATAGAIN SERVICE EVEN IF DATAGAIN SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT FOR A BREACH OF CONFIDENTIALITY OR OBLIGATIONS UNDER INDEMNIFICATION, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT EXCEED TWO TIMES (2x) THE AGGREGATE OF ALL AMOUNTS PAID BY Client TO DATAGAIN IN THE SIX (6) MONTHS PRECEDING INITIATION OF SUCH CLAIM OR ACTION.

11. TERM AND TERMINATION

11.1. Term of Agreement. The Term of this Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year ("Initial Term"). After the

Attachment: 20210706 - DIMS Master Service Agreement - signed (9425 : Authorize Board President to sign the DIMS Software subscription

Initial Term this Agreement shall only renew for successive periods of one year each, upon advance notification of term end date by Datagain and confirmation of renewal by Client, at least thirty (30) days prior to end of the then current term.

11.2. Termination for Breach. Either party may terminate this Agreement for breach of any of the terms of this Agreement by the other party, if such breach is not cured or has begun to cure by the other party within sixty (60) days of written notice by such party informing the other party of such breach.

11.3. Termination for Convenience. After the Initial Term, Client may terminate this Agreement for convenience by providing Datagain a written notice of termination thirty (30) days prior to the intended date of termination. Client is not entitled to terminate this Agreement during the Initial Term.

11.4. Termination for Datagain Service Discontinuation. Datagain may terminate this Agreement upon written notice to Client in the event that Datagain discontinues the Service, provided that (i) Datagain shall issue the notice within one (1) month from the date of public announcement of such discontinuation of the Service; and (ii) Datagain shall, upon request by Client, continue to provide the Service to Client for a period up to 1 (one) year from the date of such notice.

11.5. Refund or Payment upon Termination. Upon any termination for cause by Client, Datagain shall refund any prepaid fees covering the remainder of the term of all subscriptions as of the date of the breach and such refund will be paid after the effective date of termination. In no event shall any termination relieve Client of the obligation to pay any undisputed fees payable to Datagain for the period prior to the effective date of termination.

11.6. Return of Client Data. Upon written request by Client on or before the effective date of the expiration of the subscriptions or any termination of the Services, Datagain will make available for download a file containing Client Data in a MS SQL database formatted file.

11.7. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 9 (Indemnification), 10 (Limitation of Liability), 11.5 (Refund or Payment upon Termination), 11.6 (Return of Your Data), 12 (General Provisions) shall survive any termination or expiration of this Agreement.

12. GENERAL PROVISIONS

12.1. Entire Agreement. This Agreement, including the attached exhibits, constitutes and contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, concerning the subject matter hereof.

Attachment: 20210706 - DIMS Master Service Agreement - signed (9425 : Authorize Board President to sign the DIMS Software subscription

12.2. Governing Law and Jurisdiction. This Agreement shall be governed by and construed strictly in accordance with the laws of the State of Delaware (excluding the rules governing conflict of laws). Any dispute arising out of or resulting from this Agreement shall be subject to the exclusive jurisdiction of courts in Delaware to the exclusion of all other courts.

12.3. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.5. Amendment. No changes, modifications or amendment of any nature made to this Agreement shall be valid unless evidenced in writing and signed for and on behalf of both parties by the respective authorized representatives.

12.6. Severability. If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or Agreement which most nearly approximates to their intent in entering into this Agreement.

12.7. Assignment. Neither Party shall assign, lease, rent, delegate or otherwise transfer its licenses and other rights as well as duties under this Agreement except with the prior written consent of the non-assigning Party, which shall not be unreasonably withheld. Any assignment in derogation of this provision will be void.

12.8. Waiver. Any waiver of any obligation of the either party arising out of this Agreement shall not take effect unless agreed to in writing by both the parties to this Agreement.

12.9 Counterparts. This Agreement may be executed, either physically or electronically, in one or more counterparts, all of which shall be considered original and constituting one and the same agreement.

12.10. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed so as to confer any right, benefit or remedy upon any third party to this Agreement.

12.11. Interpretation. This Agreement has been independently negotiated between the parties. Accordingly, no provision of this Agreement shall be construed against one party

Attachment: 20210706 - DIMS Master Service Agreement - signed (9425 : Authorize Board President to sign the DIMS Software subscription

by reason of such party being deemed the "author" of the Agreement. Section headings are not to be considered a part of this Agreement or to be a full and accurate description of the contents hereof. The terms of this Agreement shall be considered as confidential information of both the parties and both parties shall be bound to maintain the confidentiality of the terms of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS OF THE DATE FIRST WRITTEN ABOVE.

Datagain

Sign: 
Name: Vivek Jha
Title: Director
Date: 06/15/2021

Client. Hancock County Family Treatment Court
Sign:
Name: Scotty Adams
Title: Board President
Date: 7/6/2021



Attachment: 20210706 - DIMS Master Service Agreement - signed (9425 : Authorize Board President to sign the DIMS Software subscription

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 6, 2021

Hancock County Board of Supervisors
854 Hwy 90
Bay St. Louis, MS 39520

Re: Repairs to Hancock County Arena
(CE Job No. 220-076.008)

Dear Board Members:

Please find attached a copy of the Certified Bid Tabulation for bids taken on May 17, 2021, for the above referenced project.

It is our understanding the County is able to award the project with all alternates, under this award scenario our evaluation shows the low bidder to be Hopkins Construction and Maintenance, LLC. We recommend award to Hopkins Construction and Maintenance, LLC for the following:

Base Bid	$538,480.00
Alternate #1	$104,500.00
Alternate #2	$158,670.00
Alternate #3	$9,870.00
Alternate #4	$36,300.00
Total:	**$847,820.00**

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Geoffrey F. Clemens
President

GFC/dm

Attachment

S:\Bay St Louis\0-PROJECTS\2020\220-076 - HCBOS - Task Order\220-076.008 - HCBOS - Repairs to HC Arena\Docs\Bid Opening Docs\Recommendation of Award.doc

Attachment: Recommendation of Award (9407 : Hancock County Arena Repairs)

Repairs to Hancock County Arena
Bid Opening - May 17, 2021

BASE BID				COR #14565-MC David Rush Construction		COR #19759-MC Hopkins Construction and Maintenance, LLC	
ITEM NO.	Description	Units	Qty.	Unit Price	Amount	Unit Price	Amount
1	Mobilization/Demobilization	LS	1	$26,666.67	$26,666.67	$47,063.00	$47,063.00
2	Prepare and Coat Deteriorated Column Base	EA	19	$266.67	$5,066.73	$388.00	$7,372.00
3	Repair Damaged Column Base (Type A)	EA	18	$2,666.67	$48,000.06	$1,744.00	$31,392.00
4	Repair Damaged Column Base (Type B)	EA	22	$3,333.33	$73,333.26	$3,713.00	$81,686.00
5	Repair Damaged Column Base (Type C)	EA	1	$3,333.33	$3,333.33	$1,886.00	$1,886.00
6	Repair Damaged Column Base (Type D)	EA	6	$3,333.33	$19,999.98	$1,886.00	$11,316.00
7	Remove and Replace Damaged Roof Purlins/Eave Channel	LF	1,500	$40.00	$60,000.00	$32.20	$48,300.00
8	Remove and Replace Damaged Wall Girts	LF	320	$40.00	$12,800.00	$32.00	$10,240.00
9	Remove and Replace Damaged Miscellaneous Trim (Color to Match Existing)	LF	1,300	$40.00	$52,000.00	$7.50	$9,750.00
10	Replace Damaged/Missing Downspouts (Color to Match Existing)	EA	6	$400.00	$2,400.00	$740.00	$4,440.00
11	Coating Roof Panel Seams (24" Wide)	LF	1,700	$16.00	$27,200.00	$19.00	$32,300.00
12	R-Panel for Joint Splice (36" Wide x 24" Long Section)	LF	40	$266.67	$10,666.80	$79.00	$3,160.00
13	Prepare and Coat All Metal Building Components in Arena and West portion of Barn	LS	1	$106,666.67	$106,666.67	$275,000.00	$275,000.00
14	Electrical Modifications at Column Bases	LS	1	$2,666.67	$2,666.67	$6,875.00	$6,875.00
	Total Base Bid				**$450,800.17**		**$570,780.00**
ADDITIVE ALTERNATE NO. 1							
1A	Earthwork for Concrete Slab	SY	1,100	$32.47	$35,717.00	$20.00	$22,000.00
1B	Provide New Concrete Slab (including joints)	SY	1,100	$82.47	$90,717.00	$75.00	$82,500.00
	Total Additive Alternate No. 1				**$126,434.00**		**$104,500.00**
ADDITIVE ALTERNATE NO. 1 (Proposed Change Order)							
1A	Earthwork for Concrete Slab	SY	866	$32.47	$28,119.02	$20.00	$17,320.00
1B	Provide New Concrete Slab (including joints)	SY	866	$82.47	$71,419.02	$75.00	$64,950.00
	Total Additive Alternate No. 1				**$99,538.04**		**$82,270.00**
ADDITIVE ALTERNATE NO. 2							
2A	Coat Arena Roof (in lieu of Item 11 in Base Bid)	SQ	645	361.45	$233,135.25	$246.00	$158,670.00
	Total Additive Alternate No. 2				**$233,135.25**		**$158,670.00**
ADDITIVE ALTERNATE NO. 3							
3A	Modify Elevated Ridge (provide ridge cap)	LF	564	19.48	$10,986.72	$17.50	$9,870.00
	Total Additive Alternate No. 3				**$10,986.72**		**$9,870.00**
ADDITIVE ALTERNATE NO. 4							
4A	Prepare and Coat East Portion of Barn and Breezeway	LS	1	54,216.87	$54,216.87	$36,300.00	$36,300.00
	Total Additive Alternate No. 4				**$54,216.87**		**$36,300.00**
DEDUCTIVE ALTERNATE NO. 5							
5A	Reduce Builder's Risk from Total Value of Arena to Value of Contract Only	LS	1	11,000.00	$11,000.00	$18,000.00	$18,000.00
	Total Deductive Alternate No. 5				**$11,000.00**		**$18,000.00**
DEDUCTIVE ALTERNATE NO. 6							
6A	Delete Builder's Risk Entirely	LS	1	15,000.00	$15,000.00	$20,000.00	$20,000.00
	Total Deductive Alternate No. 6				**$15,000.00**		**$20,000.00**
TOTAL BASE BID + ALT NO. 1					$577,234.17		$675,280.00
TOTAL BASE BID + ALT NO. 1 + ALT NO. 3					$588,220.89		$685,150.00
TOTAL BASE BID + ALT NO. 1 + ALT NO. 2 + ALT NO. 3 -Item 11					$794,156.14		$811,520.00
TOTAL BASE BID + ALT NO. 1 + ALT NO. 2 + ALT NO. 3 + ALT NO. 4 - Item 11					$848,373.01		$847,820.00

Denotes mathematical error
Denotes Contractor's bid withdrawal

Delta ($553.01)

Total Base + Alts 1 - 4 with Deductive Alternate No. 5	$837,373.01	$829,820.00
Total Base + Alts 1 - 4 with Deductive Alternate No. 6	$833,373.01	$827,820.00

Proposed Change Oreder- Total Amount after reducing Concrete from 1100 to 866 CYDs			
TOTAL BASE BID + ALT NO. 1 + ALT NO. 2 + ALT NO. 3 + ALT NO. 4 - Item 11	$821,477.05		$825,590.00
Total Base + Alts 1 - 4 with Deductive Alternate No. 5	$810,477.05		$807,590.00
Total Base + Alts 1 - 4 with Deductive Alternate No. 6	$806,477.05		$805,590.00

Attachment: Recommendation of Award (9407 : Hancock County Arena Repairs)

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

June 30, 2021

Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, MS 39520

Re: Outfall No. 31 Box Culvert connection
(C.E. Job No.: 220-076.010)

Dear Board Members:

Attached please find a copy of the Certified Bid Tabulation for bids taken on June 21, 2021 at 11:00 a.m. for the above referenced project.

We have completed our evaluation and we recommend award to Twin L Construction, Inc in the amount of Sixty Thousand, Seven Hundred Forty- four Dollars and 05/100 ($60,744.05).

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

John J. Studstill, P.E.

JJS:bs

Attachment

PASCAGOULA
BILOXI
BAY ST. LOUIS

S:\Bay St Louis\0-PROJECTS\2020\220-076 - HCBOS - Task Order\220-076.010 - HCBOS - Outfall No. 31 Box Culvert Connection\Docs\Bid Opening Docs\Recommendation to Award.doc

Attachment: Recommendation to Award (9408 : Outfall No. 31 Box Culvert)

JOB # 220-076.010 - OUTFALL NO. 31 BOX CULVERT CONNECTION
BID OPENING-JUNE 21, 2021

				COR# 08365-MC		COR# 13111-MC	
				Twin L Construction		Holliday Construction, LLC	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ROADWAY							
1	MOBILIZATION	1	L.S.	$6,352.50	$6,352.50	$10,000.00	$10,000.00
2	REMOVAL OF OBSTRUCTIONS	1	L.S.	$6,352.50	$6,352.50	$15,000.00	$15,000.00
3	UNCLASSIFIED EXCAVATION (FM)	14	CU.YD.	$9.55	$133.70	$50.00	$700.00
4	GRANULAR MATERIAL (CONTRACTOR FURNISHED)(LVM) (CLASS 9, GROUP B)	43	CU.YD.	$25.40	$1,092.20	$50.00	$2,150.00
5	#57 STONE	12	TON	$88.95	$1,067.40	$200.00	$2,400.00
6	GEOTEXTILE (TYPE V) (AOS 0.21 - 0.43)	40	SY	$22.25	$890.00	$25.00	$1,000.00
7	MAINTENANCE OF TRAFFIC	1	L.S.	$8,258.25	$8,258.25	$1,000.00	$1,000.00
8	HYDROSEEDING	1	L.S.	$2,541.00	$2,541.00	$1,000.00	$1,000.00
9	TEMPORARY SILT FENCE (TYPE V) (AOS 0.15 - 0.84)	120	L.F.	$5.10	$612.00	$10.00	$1,200.00
10	WATTLES, 20"	50	L.F.	$19.05	$952.50	$40.00	$2,000.00
11	BOX BRIDGE CONCRETE, CLASS BB	10	CU.YD.	$2,414.00	$24,140.00	$2,200.00	$22,000.00
12	REINFORCEMENT	2610	LBS	$3.20	$8,352.00	$2.00	$5,220.00
	PROJECT TOTAL				**$60,744.05**		**$63,670.00**



Attachment: Recommendation to Award (9408 : Outfall No. 31 Box Culvert)

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

TRANSMITTAL

Date: June 29, 2021

Total No. of Pages: 9
(including this cover)

To: All Planholders

From: John J. Studstill, P.E.

Re: South Gate Road Repairs at Port Bienville

Attached herewith is Addendum No. 1 for the above referenced project.

PLEASE ACKNOWLEDGE YOUR RECEIPT OF THIS ADDENDUM BY COMPLETING THE ACKNOWLEDGEMENT BELOW AND FAXING THIS PAGE ONLY TO (228) 467-2720.

If you have any questions regarding this addendum, please call John Studstill at (228) 467-2770.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 1

FOR

SOUTH GATE ROAD REPAIRS AT PORT BIENVILLE

TO: Compton Engineering, Inc.
3036 Longfellow Drive
Bay St. Louis, MS 39520

Telephone: (228) 467-2770
Facsimile: (228) 467-2720

We hereby acknowledge receipt of Addendum No. 1 for the above referenced project. We will ensure that Addendum No. 1 is acknowledged in the bid submitted by our company.

Print name of company: _____

Print name of person acknowledging receipt of addendum: _____

Signature of person acknowledging receipt of addendum: _____

Date of acknowledgement: _____

Attachment: 00901 Addendum #1 (9409 : South Gate Road)

SECTION 00901-01
ADDENDUM NO. 1

Dated: June 29, 2021

Project: SOUTH GATE ROAD REPAIRS AT PORT BIENVILLE	Owner: Hancock County Board of Supervisors	Engineer's Project No.: 221-076.005

The following changes, additions, and/or deletions are hereby made a part of the Bid Proposal for South Gate Road Repairs at Port Bienville dated 6/02/21 as fully and completely as if the same were fully and set forth therein:

SPECIFICATIONS

1. Section 00410 – Bid Form: **REMOVE** in its entirety and **REPLACE** with Attachment No. 1 to Addendum No. 1 (Changes quantity for Pay Item #1 Roadway panels from 510 SY to 520 SY).

DRAWINGS

1. Sheet No. C1.0 – **REMOVE** in its entirety and **REPLACE** with Attachment No. 2 to Addendum No. 1 (Changes layout of panels to be replaced and adds notes regarding lane closures).

All bidders shall acknowledge receipt and acceptance of this Addendum No. 1 consisting of a total of seven pages by signing the acknowledgement form preceding this addendum. Bids submitted without acknowledging receipt of the addendum may be considered non-responsive.

Sincerely,

HANCOCK COUNTY BOARD OF SUPERVISORS

By:_____
John J. Studstill, P.E.

Attachment: 00901 Addendum #1 (9409 : South Gate Road)

ATTACHMENT NO. 1 TO ADDENDUM NO. 1

SECTION 00410
BID FORM

NOTE: Use preferably black ink for completing this Bid form.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

South Gate Road Repairs at Port Bienville

1.02 This Bid is submitted to:

Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.04 The person to contact for additional information regarding this Bid:

NAME: _____
TITLE: _____
TELEPHONE: _____

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing

Attachment: 00901 Addendum #1 (9409 : South Gate Road)

reliable "technical data" and, (2) reports and drawings of Hazardous Environmental Conditions, if any, at the site that have been identified in SC-4.06 as containing reliable "technical data".

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Attachment: 00901 Addendum #1 (9409 : South Gate Road)

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

HCBOS South Gate Road Repairs at Port Bienville

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	6" thick concrete roadway panel (Reinforcing steel absorbed)	SY	520		
TOTAL PROJECT COST					

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **15** working days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Contract as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:
A. Required Bid security in the form of Bid Bond, Section 00430.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Attachment: 00901 Addendum #1 (9409 : South Gate Road)

ATTACHMENT NO. 1 TO ADDENDUM NO. 1

ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF _____

COUNTY OF _____

BIDDER

9.01 The name of the bidder submitting this proposal is:

_____

Headquarters Address: _____
Street

_____
City State Zip

_____
Phone Fax

_____
Email

Local Mailing Address (if different than above):

_____
Street

_____
City State Zip

Address to which all communications concerned with this Bid and with the resulting Contract shall be sent:

_____
Name Street or P.O. Box

_____
City State Zip

Attention: _____
Name Title

Submitted on _____, 20_____.

State Contractor License No. _____. (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Attachment: 00901 Addendum #1 (9409 : South Gate Road)

ATTACHMENT NO. 1 TO ADDENDUM NO. 1

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

First Partner Name (typed or printed): _____

Address: _____

Second Partner Name (typed or printed: _____

Address: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ *[State Where Project is Located]* is ____________.

Attachment: 00901 Addendum #1 (9409 : South Gate Road)

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

9.02 I (Bidder) have examined and prepared the foregoing Bid(s) based on the information contained in the Project Manual provided with the Bid; that I have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that these statements are true and correct.

Signature: _____

Title: _____ (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this _____ day of _____, 20__.

Notary Public – State of _____.

My Commission expires _____ (Notary Seal).

Attachment: 00901 Addendum #1 (9409 : South Gate Road)

PROPRIETARY RIGHTS CLAUSE: INFORMATION AND DATA CONTAINED ON THIS DRAWING IS CONFIDENTIAL. IF GIVEN TO AN ENTITY NOT HAVING A CONTRACTUAL RELATIONSHIP WITH THE ENGINEER, THE INFORMATION SHALL NOT BE USED WITHOUT PRIOR WRITTEN PERMISSION. THIS LEGEND SHALL BE MARKED ON ANY REPRODUCTIONS HEREOF IN WHOLE OR IN PART. COMPTON ENGINEERING, INC. © COPYRIGHT 1996.

S:\PW ST LOUIS\0-PROJECTS\2021\21-076 - HCBOS - FNK ORDER\21-076.005 - HCBOS - SOUTH GATE ROAD AT PORT BIENVILLE\DWGS\CURRENT DESIGN\CONCEPT\DESIGN\C1.0.DWG, C1.0, 6/23/2021 10:48:44 AM, BRENTL

0 20' 40'

SCALE: 1" = 20'



LEGEND

EXISTING CONCRETE JOINT

EXISTING CONCRETE PANEL TO BE REMOVED & REPLACED. SEE SHEET C2.0 FOR DETAILS.

1 / C1.0 PROPOSED SITE PLAN
SCALE: 1" = 20'

B

NOTES:
1. ONE LANE SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES.
2. CONTRACTOR SHALL NOT OPEN LANE TO TRAFFIC WITHOUT ENGINEER'S APPROVAL. A MINIMUM 7-DAY BREAK SHALL BE OBTAINED PRIOR TO OPENING LANE TO TRAFFIC.
3. TIME WILL NOT BE CHARGED TO THE PROJECT WHILE WAITING FOR CONCRETE TO CURE PRIOR TO OPENING LANE TO TRAFFIC.

ATTACHMENT #2 TO ADDENDUM #1

Rev. No. B

	DATE	DESCRIPTION	BY	APVD
A	06-02-21	ISSUED FOR BID	BL	JS
B	06-24-21	ISSUED FOR ADDENDUM #1	TP	JS
△				
△				
△				
△				

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES
PASCAGOULA • BILOXI • BAY ST. LOUIS
228-762-3970 228-432-2133 228-467-2770
www.comptonengineering.com

HANCOCK COUNTY BOARD OF SUPERVISORS
SOUTH GATE ROAD REPAIRS AT PORT BIENVILLE

PROPOSED SITE PLAN

SCALE: AS NOTED
JOB NO.: 221-076.005
DATE: --
DSGN.: J. STUDSTILL
DWG. BY: T. PARKER
CHK.: --
APVD.: --

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

0 1"

C1.0

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers In Private Practice

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, No. E-001, 2002 Edition.

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

TABLE OF CONTENTS

Page

ARTICLE 1 - SERVICES OF ENGINEER 1
1.01 Scope 1
ARTICLE 2 - OWNER'S RESPONSIBILITIES 1
2.01 General 1
ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES 1
3.01 Commencement 1
3.02 Time for Completion 1
ARTICLE 4 - INVOICES AND PAYMENTS 1
4.01 Invoices 1
4.02 Payments 2
ARTICLE 5 - OPINIONS OF COST 2
5.01 Opinions of Probable Construction Cost 2
5.02 Designing to Construction Cost Limit ..... **Error! Bookmark not defined.**
5.03 Opinions of Total Project Costs 2
ARTICLE 6 - GENERAL CONSIDERATIONS 2
6.01 Standards of Performance 2
6.02 Design without Construction Phase Services 3
6.03 Use of Documents 3
6.04 Insurance 4
6.05 Suspension and Termination 4
6.06 Controlling Law 5
6.07 Successors, Assigns, and Beneficiaries 5
6.08 Dispute Resolution 5
6.09 Environmental Condition of Site 6
6.10 Indemnification and Mutual Waiver 6
6.11 Miscellaneous Provisions 7
ARTICLE 7 - DEFINITIONS 7
7.01 Defined Terms 7
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS 8
8.01 Exhibits Included 8
8.02 Total Agreement 8
8.03 Designated Representatives 8

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 6, , 2021 ("Effective Date") between

HANCOCK COUNTY BOARD OF SUPERVISORS ("Owner") and

Compton Engineering, Inc. ("Engineer").

Owner intends to Repair Pier at Clermont Harbor damaged by Hurricane Zeta. (Including previous Cristobal damage)

("Project").

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, ~~shall~~ may be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, ~~shall~~ may be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 Invoices

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of ~~receipt~~ approval.

4.02 Payments

~~A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.~~

~~B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:~~

~~1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~

~~2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.~~

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

~~D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

~~A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ~~Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.~~

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.

I. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. **Engineer shall certify that the project has been constructed ~~in general accordance to the intent of the~~ in substantial conformance with plans and specifications.**

J. ~~Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~ The Engineer does not guarantee the performance of any contractor.

K. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer. ~~; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as~~

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

~~appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.~~

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

~~B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.~~

C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. *Suspension.*

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished ~~and all Reimbursable Expenses incurred~~ through the effective date of termination that are in compliance with this agreement. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

in Exhibit H, then the parties may exercise their rights under law.

6.09 Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.

~~B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

~~D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~

E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

8. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. ~~*Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.~~

10. *Resident Project Representative*--The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

11. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "Engineer's Services," consisting of 8 pages.

B. Exhibit B, "Owner's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 6 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 0 pages.

G. Exhibit G, "Insurance," consisting of 0 pages.

H. Exhibit H, "Dispute Resolution," consisting of 1 page.

I. Exhibit I, "Allocation of Risks," consisting of 1 page.

J. Exhibit J, "Special Provisions," consisting of 0 pages.

K. Exhibit K, "Amendment to Standard Form of Agreement," consisting of 0 pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 39 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions,

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

receive information, and render decisions relative to the Project on behalf of each respective party.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:	Engineer:
Hancock County Board of Supervisors	Compton Engineering, Inc.
By:	By:
Title: President	Title: President
Date Signed:	Date Signed: 6/30/2021
	Engineer License or Certificate No. 14037
	State of: Mississippi
Address for giving notices:	Address for giving notices:
854 Highway 90	P.O. Box 2795
Bay St. Louis, MS 39520	Bay St. Louis, MS 39521
Designated Representative (see paragraph 8.03.A):	Designated Representative (see paragraph 8.03.A):
Same as above	Geoffrey F. Clemens
Title:	Title: President
Phone Number:	Phone Number:
Facsimile Number:	Facsimile Number:
E-Mail Address:	E-Mail Address:

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.

2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

4. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

5. Provide, as required for the Project:

A. Accounting, bond and financial advisory, independent costestimating, and insurance counseling services.

B. Legal Services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

C. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

D. Placement and payment for advertisement for Bids in appropriate publications.

6. 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 and considerations involved. Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.

7. Furnish 5 review copies of the Report and any other deliverables to Owner within 60 calendar days of authorization to begin services and review it with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 5 copies of the revised Report and any other deliverables to the Owner within 15 calendar days of receipt of Owner's comments.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes as additional services defined in Part 2. Additional Services A2.01-A.15. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

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

5. Furnish 5 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 60 calendar days of authorization to proceed with this phase, and review them with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

6. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 5 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 15 calendar days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

4. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 15 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of paragraph 6.01.G, instructions for revisions.

5. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 5 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 30 calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.5 have been delivered to Owner and shall be complete within 90 calendars days of authorization to proceed with this phase.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more 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 or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. 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 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the 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.

3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, paragraph B2.01.0.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules.* Receive, review, and 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.

6. *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.

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

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the 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 the Resident Project Representative, 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 Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to, 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 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 Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer ~~neither~~ does not guarantees the performance of any Contractor. ~~nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *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.

11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the 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.

12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the 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 Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *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. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the 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 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 Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any 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

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. 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 Contractor's Work in progress 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 moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, 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.

16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A1.05.A.11.

17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: [*here list any such tasks or deliverables*].

19. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, 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 are required after the original date for final completion of the Work as set forth in the construction Contract.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 Post-Construction Phase

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

1. Provide assistance in connection with the adjusting of Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.

3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

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

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. 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 Project; preparation or review of environmental permits, assessments and impact statements; review and evaluation of the effects on the design requirements for the 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 Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its 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 Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

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

6. Providing renderings or models for Owner's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Engineer's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.

10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

11. 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 constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys, including site survey for proposed site.

16. Providing Construction Phase services beyond the original date for final completion of the Work.

17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

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

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

23. Geotechnical Investigation

A2.02 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 from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

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

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

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

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Services during the Construction Phase rendered after the date stated in A1.05.B.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

~~H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.~~

~~I. Provide, as required for the Project:~~

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 -- –Owner's Responsibilities

C2.01 Compensation For Basic Services (other than Resident Project Representative and Post-Construction) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A.

1. Repairs to Clermont Pier	
Environmental	$ 6,000.00
Engineering including Bid Phase and Construction Phase:	
(15% of construction, estimated to be $150,000 to be adjusted to final	
Value of construction)	$22,500.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimburseable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

C2.02 [Not used]

C2.03 [Not used]

C2.04 [Not used]

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Testing Services, if any, as follows:

1. *General.* 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 as 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 employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project.

Estimated Testing Fee $ 5,000.00

B. Compensation For Reimbursable Expenses

~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~

~~2. Reimbursable Expenses include the following categories: providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates.~~

~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.~~

~~C. Other Provisions Concerning Payment For Additional Services~~

~~1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.~~

~~2. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **Appendix 1 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Reimbursable Expenses Schedule

~~Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:~~

~~Fax~~	~~$ /page~~
~~8"x11" Copies/Impressions~~	~~.10/page~~
~~Blue Print Copies~~	~~1.00/sq. ft.~~
~~Meals and Lodging~~	~~at cost~~

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **Appendix 2 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates will be adjusted annually (as of 2013) to reflect equitable changes in the compensation payable to Engineer.

3. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

(See attached)

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT D**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under paragraph A1.05

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

D1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

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

1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

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

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the 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.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. M*odifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Startups:

a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

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

10. Records:

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

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

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, 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. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

a. Furnish to Engineer 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 and recommend Engineer proposed 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 notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting 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.

13. *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 Specifications 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.

14. Completion:

a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

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

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

D. Resident Project Representative shall not:

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

2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over 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.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT E**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth on the reverse side of this Notice.

By: _____

Title: _____

Dated: _____

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given 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 professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.

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 Engineer's Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, 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 Agreement and Construction Contract.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT H**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Dispute Resolution

Paragraph 6.09 of the Agreement is amended and supplemented to include the following agreement of the parties:

[NOTE: Select one of the two alternatives provided]

H6.09 Dispute Resolution

A. Mediation. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a party agreed on by Owner and Engineer. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

B. Choice of Law Provision. This contract shall be governed by the Laws of the State of Mississippi and the court of proper jurisdiction is agreed to be Hancock County Circuit Court.

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT I**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Allocation of Risks

~~Paragraph 6.11 of the Agreement is amended and supplemented to include the following agreement of the parties:~~

~~I6.11.B Limitation of Engineer's Liability~~

1. *Engineer's Liability Limited to Amount of Insurance Proceeds.* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

Attachment: Contract Owner & Engineer (Repair Clermont Harbor Pier) (9422 : Clermont Harbor Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, No. E-001, 2002 Edition.

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

TABLE OF CONTENTS

Page

ARTICLE 1 - SERVICES OF ENGINEER 1
1.01 Scope 1
ARTICLE 2 - OWNER'S RESPONSIBILITIES 1
2.01 General 1
ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES 1
3.01 Commencement 1
3.02 Time for Completion 1
ARTICLE 4 - INVOICES AND PAYMENTS 1
4.01 Invoices 1
4.02 Payments 2
ARTICLE 5 - OPINIONS OF COST 2
5.01 Opinions of Probable Construction Cost 2
5.02 Designing to Construction Cost Limit ..... **Error! Bookmark not defined.**
5.03 Opinions of Total Project Costs 2
ARTICLE 6 - GENERAL CONSIDERATIONS 2
6.01 Standards of Performance 2
6.02 Design without Construction Phase Services 3
6.03 Use of Documents 3
6.04 Insurance 4
6.05 Suspension and Termination 4
6.06 Controlling Law 5
6.07 Successors, Assigns, and Beneficiaries 5
6.08 Dispute Resolution 5
6.09 Environmental Condition of Site 6
6.10 Indemnification and Mutual Waiver 6
6.11 Miscellaneous Provisions 7
ARTICLE 7 - DEFINITIONS 7
7.01 Defined Terms 7
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS 8
8.01 Exhibits Included 8
8.02 Total Agreement 8
8.03 Designated Representatives 8

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 6, , 2021 ("Effective Date") between

HANCOCK COUNTY BOARD OF SUPERVISORS ("Owner") and

Compton Engineering, Inc. ("Engineer").

Owner intends to Repair Pier at Clermont Harbor damaged by Hurricane Zeta. (Including previous Cristobal damage)

("Project").

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, ~~shall~~ may be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, ~~shall~~ may be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 Invoices

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of ~~receipt~~ approval.

4.02 Payments

~~A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.~~

~~B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:~~

~~1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~

~~2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.~~

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

~~D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

~~A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ~~Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.~~

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.

I. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. **Engineer shall certify that the project has been constructed ~~in general accordance to the intent of the~~ in substantial conformance with plans and specifications.**

J. ~~Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~ The Engineer does not guarantee the performance of any contractor.

K. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer. ~~; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as~~

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

~~appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.~~

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

~~B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.~~

C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. *Suspension.*

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished ~~and all Reimbursable Expenses incurred~~ through the effective date of termination that are in compliance with this agreement. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

in Exhibit H, then the parties may exercise their rights under law.

6.09 Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.

~~B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

~~D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~

E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

8. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. ~~*Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.~~

10. *Resident Project Representative*--The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

11. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "Engineer's Services," consisting of 8 pages.

B. Exhibit B, "Owner's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 6 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 0 pages.

G. Exhibit G, "Insurance," consisting of 0 pages.

H. Exhibit H, "Dispute Resolution," consisting of 1 page.

I. Exhibit I, "Allocation of Risks," consisting of 1 page.

J. Exhibit J, "Special Provisions," consisting of 0 pages.

K. Exhibit K, "Amendment to Standard Form of Agreement," consisting of 0 pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 39 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions,

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

receive information, and render decisions relative to the Project on behalf of each respective party.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

Hancock County Board of Supervisors

By: Scott Adam

Title: President

Date Signed: July 6, 2021

Engineer:

Compton Engineering, Inc.

By:

Title: President

Date Signed: 6/30/2021

Engineer License or Certificate No. 14037
State of: Mississippi

Address for giving notices:

854 Highway 90

Bay St. Louis, MS 39520

Address for giving notices:

P.O. Box 2795

Bay St. Louis, MS 39521

Designated Representative (see paragraph 8.03.A):

Same as above

Title:

Phone Number:

Facsimile Number:

E-Mail Address:

Designated Representative (see paragraph 8.03.A):

Geoffrey F. Clemens

Title: President

Phone Number:

Facsimile Number:

E-Mail Address:

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)



Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.

2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

4. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

5. Provide, as required for the Project:

A. Accounting, bond and financial advisory, independent costestimating, and insurance counseling services.

B. Legal Services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

C. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

D. Placement and payment for advertisement for Bids in appropriate publications.

6. 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 and considerations involved. Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.

7. Furnish 5 review copies of the Report and any other deliverables to Owner within 60 calendar days of authorization to begin services and review it with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 5 copies of the revised Report and any other deliverables to the Owner within 15 calendar days of receipt of Owner's comments.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes as additional services defined in Part 2. Additional Services A2.01-A.15. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

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

5. Furnish 5 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 60 calendar days of authorization to proceed with this phase, and review them with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

6. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 5 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 15 calendar days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

4. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 15 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of paragraph 6.01.G, instructions for revisions.

5. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 5 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 30 calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.5 have been delivered to Owner and shall be complete within 90 calendars days of authorization to proceed with this phase.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more 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 or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. 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 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the 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.

3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, paragraph B2.01.0.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules.* Receive, review, and 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.

6. *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.

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

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the 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 the Resident Project Representative, 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 Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to, 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 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 Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer ~~neither~~ does not guarantees the performance of any Contractor. ~~nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *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.

11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the 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.

12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the 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 Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *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. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the 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 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 Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any 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

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. 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 Contractor's Work in progress 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 moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, 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.

16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A1.05.A.11.

17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: [*here list any such tasks or deliverables*].

19. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, 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 are required after the original date for final completion of the Work as set forth in the construction Contract.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 Post-Construction Phase

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

1. Provide assistance in connection with the adjusting of Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.

3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

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

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. 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 Project; preparation or review of environmental permits, assessments and impact statements; review and evaluation of the effects on the design requirements for the 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 Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its 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 Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

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

6. Providing renderings or models for Owner's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Engineer's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.

10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

11. 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 constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys, including site survey for proposed site.

16. Providing Construction Phase services beyond the original date for final completion of the Work.

17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

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

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

23. Geotechnical Investigation

A2.02 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 from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

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

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

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

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Services during the Construction Phase rendered after the date stated in A1.05.B.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

~~H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.~~

~~I. Provide, as required for the Project:~~

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 -- –Owner's Responsibilities

C2.01 Compensation For Basic Services (other than Resident Project Representative and Post-Construction) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A.

1.	Repairs to Clermont Pier Environmental	$ 6,000.00
	Engineering including Bid Phase and Construction Phase: (15% of construction, estimated to be $150,000 to be adjusted to final Value of construction)	$22,500.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimburseable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

C2.02 [Not used]

C2.03 [Not used]

C2.04 [Not used]

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Testing Services, if any, as follows:

1. *General.* 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 as 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 employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project.

Estimated Testing Fee $ 5,000.00

B. Compensation For Reimbursable Expenses

~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~

~~2. Reimbursable Expenses include the following categories: providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates.~~

~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.~~

~~C. Other Provisions Concerning Payment For Additional Services~~

~~1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.~~

~~2. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **Appendix 1 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Reimbursable Expenses Schedule

~~Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:~~

~~Fax~~	~~$ /page~~
~~8"x11" Copies/Impressions~~	~~.10/page~~
~~Blue Print Copies~~	~~1.00/sq. ft.~~
~~Meals and Lodging~~	~~at cost~~

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **Appendix 2 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates will be adjusted annually (as of 2013) to reflect equitable changes in the compensation payable to Engineer.

3. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

(See attached)

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT D**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under paragraph A1.05

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

D1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

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

1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

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

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the 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.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Startups:

a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

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

10. Records:

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

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

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, 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. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

a. Furnish to Engineer 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 and recommend Engineer proposed 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 notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting 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.

13. *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 Specifications 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.

14. Completion:

a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

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

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

D. Resident Project Representative shall not:

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

2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over 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.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT E**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To: OWNER

And To: CONTRACTOR

From: ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth on the reverse side of this Notice.

By: _____

Title: _____

Dated: _____

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given 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 professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.

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 Engineer's Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, 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 Agreement and Construction Contract.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT H**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Dispute Resolution

Paragraph 6.09 of the Agreement is amended and supplemented to include the following agreement of the parties:

[NOTE: Select one of the two alternatives provided]

H6.09 Dispute Resolution

A. Mediation. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a party agreed on by Owner and Engineer. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

B. Choice of Law Provision. This contract shall be governed by the Laws of the State of Mississippi and the court of proper jurisdiction is agreed to be Hancock County Circuit Court.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

This is **EXHIBIT I**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Allocation of Risks

~~Paragraph 6.11 of the Agreement is amended and supplemented to include the following agreement of the parties:~~

~~I6.11.B Limitation of Engineer's Liability~~

1. *Engineer's Liability Limited to Amount of Insurance Proceeds.* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

Attachment: 20210706-Clermont Harbor (9422 : Clermont Harbor Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, No. E-001, 2002 Edition.

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

TABLE OF CONTENTS

Page

ARTICLE 1 - SERVICES OF ENGINEER 1
1.01 Scope 1
ARTICLE 2 - OWNER'S RESPONSIBILITIES 1
2.01 General 1
ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES 1
3.01 Commencement 1
3.02 Time for Completion 1
ARTICLE 4 - INVOICES AND PAYMENTS 1
4.01 Invoices 1
4.02 Payments 2
ARTICLE 5 - OPINIONS OF COST 2
5.01 Opinions of Probable Construction Cost 2
5.02 Designing to Construction Cost Limit ..... **Error! Bookmark not defined.**
5.03 Opinions of Total Project Costs 2
ARTICLE 6 - GENERAL CONSIDERATIONS 2
6.01 Standards of Performance 2
6.02 Design without Construction Phase Services 3
6.03 Use of Documents 3
6.04 Insurance 4
6.05 Suspension and Termination 4
6.06 Controlling Law 5
6.07 Successors, Assigns, and Beneficiaries 5
6.08 Dispute Resolution 5
6.09 Environmental Condition of Site 6
6.10 Indemnification and Mutual Waiver 6
6.11 Miscellaneous Provisions 7
ARTICLE 7 - DEFINITIONS 7
7.01 Defined Terms 7
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS 8
8.01 Exhibits Included 8
8.02 Total Agreement 8
8.03 Designated Representatives 8

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 6, , 2021 ("Effective Date") between

HANCOCK COUNTY BOARD OF SUPERVISORS ("Owner") and

Compton Engineering, Inc. ("Engineer").

Owner intends to Replacement of Washington Street Pier that was damaged by Hurricane Zeta. And repair of Electrical components, parking area, jetties, roadway curbs, and misc. damages.

("Project").

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, ~~shall~~ may be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, ~~shall~~ may be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 Invoices

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of ~~receipt~~ approval.

4.02 Payments

~~A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.~~

~~B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:~~

~~1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~

~~2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.~~

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

~~D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

~~A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ~~Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.~~

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.

I. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. **Engineer shall certify that the project has been constructed ~~in general accordance to the intent of the~~ in substantial conformance with plans and specifications.**

J. ~~Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~ The Engineer does not guarantee the performance of any contractor.

K. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer. ~~; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as~~

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

~~appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.~~

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

~~B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.~~

C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. *Suspension.*

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished ~~and all Reimbursable Expenses incurred~~ through the effective date of termination that are in compliance with this agreement. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

in Exhibit H, then the parties may exercise their rights under law.

6.09 Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.

~~B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

~~D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~

E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

8. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. ~~*Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.~~

10. *Resident Project Representative*--The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

11. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "Engineer's Services," consisting of 8 pages.

B. Exhibit B, "Owner's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 6 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 0 pages.

G. Exhibit G, "Insurance," consisting of 0 pages.

H. Exhibit H, "Dispute Resolution," consisting of 1 page.

I. Exhibit I, "Allocation of Risks," consisting of 1 page.

J. Exhibit J, "Special Provisions," consisting of 0 pages.

K. Exhibit K, "Amendment to Standard Form of Agreement," consisting of 0 pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 39 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions,

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

receive information, and render decisions relative to the Project on behalf of each respective party.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:	Engineer:
Hancock County Board of Supervisors	Compton Engineering, Inc.
By:	By:
Title: President	Title: President
Date Signed:	Date Signed: 6/30/2021
	Engineer License or Certificate No. 14037 State of: Mississippi
Address for giving notices:	Address for giving notices:
854 Highway 90	P.O. Box 2795
Bay St. Louis, MS 39520	Bay St. Louis, MS 39521
Designated Representative (see paragraph 8.03.A):	Designated Representative (see paragraph 8.03.A):
Same as above	Geoffrey F. Clemens
Title:	Title: President
Phone Number:	Phone Number:
Facsimile Number:	Facsimile Number:
E-Mail Address:	E-Mail Address:

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.

2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

4. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

5. Provide, as required for the Project:

A. Accounting, bond and financial advisory, independent costestimating, and insurance counseling services.

B. Legal Services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

C. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

D. Placement and payment for advertisement for Bids in appropriate publications.

6. 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 and considerations involved. Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.

7. Furnish 5 review copies of the Report and any other deliverables to Owner within 60 calendar days of authorization to begin services and review it with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 5 copies of the revised Report and any other deliverables to the Owner within 15 calendar days of receipt of Owner's comments.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes as additional services defined in Part 2. Additional Services A2.01-A.15. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

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

5. Furnish 5 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 60 calendar days of authorization to proceed with this phase, and review them with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

6. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 5 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 15 calendar days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

4. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 15 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of paragraph 6.01.G, instructions for revisions.

5. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 5 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 30 calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.5 have been delivered to Owner and shall be complete within 90 calendars days of authorization to proceed with this phase.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more 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 or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. 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 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the 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.

3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, paragraph B2.01.0.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules.* Receive, review, and 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.

6. *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.

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

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the 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 the Resident Project Representative, 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 Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to, 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 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 Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer ~~neither~~ does not guarantees the performance of any Contractor. ~~nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *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.

11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the 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.

12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the 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 Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *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. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the 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 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 Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any 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 and the Contract Documents. 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 Contractor's Work in progress 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

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, 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.

16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A1.05.A.11.

17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: [*here list any such tasks or deliverables*].

19. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, 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 are required after the original date for final completion of the Work as set forth in the construction Contract.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 Post-Construction Phase

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

1. Provide assistance in connection with the adjusting of Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.

3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

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

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. 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 Project; preparation or review of environmental permits, assessments and impact statements; review and evaluation of the effects on the design requirements for the 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 Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its 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 Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

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

6. Providing renderings or models for Owner's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Engineer's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.

10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

11. 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 constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys, including site survey for proposed site.

16. Providing Construction Phase services beyond the original date for final completion of the Work.

17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

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

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

23. Geotechnical Investigation

A2.02 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 from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

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 during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

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

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Services during the Construction Phase rendered after the date stated in A1.05.B.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

~~H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.~~

~~I. Provide, as required for the Project:~~

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 -- –Owner's Responsibilities

C2.01 Compensation For Basic Services (other than Resident Project Representative and Post-Construction) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A.

1. Washington Street Pier and Facilities - Amount to include the following	
Environmental	$ 6,000.00
Survey:	$ 4,000.00
Engineering and Construction Phase (15% of construction estimated to be $300,000 to be adjusted to final amount of value of construction)	$45,000.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimburseable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

C2.02 [Not used]

C2.03 [Not used]

C2.04 [Not used]

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Testing Services, if any, as follows:

1. *General.* 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 as 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 employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project.

Estimated Testing Fee $ 8,000.00

B. Compensation For Reimbursable Expenses

~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~

~~2. Reimbursable Expenses include the following categories: providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates.~~

~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.~~

~~C. Other Provisions Concerning Payment For Additional Services~~

~~1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.~~

~~2. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **Appendix 1 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Reimbursable Expenses Schedule

~~Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:~~

~~Fax~~	~~$ /page~~
~~8"x11" Copies/Impressions~~	~~.10/page~~
~~Blue Print Copies~~	~~1.00/sq. ft.~~
~~Meals and Lodging~~	~~at cost~~

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **Appendix 2 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates will be adjusted annually (as of 2013) to reflect equitable changes in the compensation payable to Engineer.

3. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

(See attached)

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT D**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under paragraph A1.05

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

D1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

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

1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

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

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the 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.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

6. Shop Drawings and Samples:

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Startups:

a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

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

10. Records:

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

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

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, 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. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

a. Furnish to Engineer 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 and recommend Engineer proposed 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 notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting 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.

13. *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 Specifications 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.

14. Completion:

a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

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

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

D. Resident Project Representative shall not:

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

2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over 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.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT E**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth on the reverse side of this Notice.

By: _____

Title: _____

Dated: _____

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given 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 professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.

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 Engineer's Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, 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 Agreement and Construction Contract.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT H**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Dispute Resolution

Paragraph 6.09 of the Agreement is amended and supplemented to include the following agreement of the parties:

[NOTE: Select one of the two alternatives provided]

H6.09 Dispute Resolution

A. Mediation. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a party agreed on by Owner and Engineer. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

B. Choice of Law Provision. This contract shall be governed by the Laws of the State of Mississippi and the court of proper jurisdiction is agreed to be Hancock County Circuit Court.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT I**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Allocation of Risks

~~Paragraph 6.11 of the Agreement is amended and supplemented to include the following agreement of the parties:~~

~~I6.11.B Limitation of Engineer's Liability~~

1. *Engineer's Liability Limited to Amount of Insurance Proceeds.* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Replacement of Washington Street Pier) (9423 : Washington Street Pier)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, No. E-001, 2002 Edition.

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

TABLE OF CONTENTS

Page

ARTICLE 1 - SERVICES OF ENGINEER 1
1.01 Scope 1
ARTICLE 2 - OWNER'S RESPONSIBILITIES 1
2.01 General 1
ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES 1
3.01 Commencement 1
3.02 Time for Completion 1
ARTICLE 4 - INVOICES AND PAYMENTS 1
4.01 Invoices 1
4.02 Payments 2
ARTICLE 5 - OPINIONS OF COST 2
5.01 Opinions of Probable Construction Cost 2
5.02 Designing to Construction Cost Limit ..... **Error! Bookmark not defined.**
5.03 Opinions of Total Project Costs 2
ARTICLE 6 - GENERAL CONSIDERATIONS 2
6.01 Standards of Performance 2
6.02 Design without Construction Phase Services 3
6.03 Use of Documents 3
6.04 Insurance 4
6.05 Suspension and Termination 4
6.06 Controlling Law 5
6.07 Successors, Assigns, and Beneficiaries 5
6.08 Dispute Resolution 5
6.09 Environmental Condition of Site 6
6.10 Indemnification and Mutual Waiver 6
6.11 Miscellaneous Provisions 7
ARTICLE 7 - DEFINITIONS 7
7.01 Defined Terms 7
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS 8
8.01 Exhibits Included 8
8.02 Total Agreement 8
8.03 Designated Representatives 8

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 6, , 2021 ("Effective Date") between

HANCOCK COUNTY BOARD OF SUPERVISORS ("Owner") and

Compton Engineering, Inc. ("Engineer").

Owner intends to Replacement of Washington Street Pier that was damaged by Hurricane Zeta. And repair of Electrical components, parking area, jetties, roadway curbs, and misc. damages.

("Project").

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, ~~shall~~ may be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, ~~shall~~ may be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 Invoices

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of ~~receipt~~ approval.

4.02 Payments

~~A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.~~

~~B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:~~

~~1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~

~~2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.~~

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

~~D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

~~A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ~~Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.~~

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.

I. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. **Engineer shall certify that the project has been constructed ~~in general accordance to the intent of the~~ in substantial conformance with plans and specifications.**

J. ~~Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~ The Engineer does not guarantee the performance of any contractor.

K. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer. ~~; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as~~

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

~~appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.~~

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

~~B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.~~

C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. *Suspension.*

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished ~~and all Reimbursable Expenses incurred~~ through the effective date of termination that are in compliance with this agreement. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

in Exhibit H, then the parties may exercise their rights under law.

6.09 Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.

~~B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

~~D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~

E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

8. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. ~~*Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.~~

10. *Resident Project Representative*--The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

11. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "Engineer's Services," consisting of 8 pages.

B. Exhibit B, "Owner's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 6 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 0 pages.

G. Exhibit G, "Insurance," consisting of 0 pages.

H. Exhibit H, "Dispute Resolution," consisting of 1 page.

I. Exhibit I, "Allocation of Risks," consisting of 1 page.

J. Exhibit J, "Special Provisions," consisting of 0 pages.

K. Exhibit K, "Amendment to Standard Form of Agreement," consisting of 0 pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 39 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions,

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

receive information, and render decisions relative to the Project on behalf of each respective party.



Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:	Engineer:
Hancock County Board of Supervisors	Compton Engineering, Inc.
By:	By:
Title: President	Title: President
Date Signed: July 6, 2021	Date Signed: 6/30/2021
	Engineer License or Certificate No. 14037
	State of: Mississippi
Address for giving notices:	Address for giving notices:
854 Highway 90	P.O. Box 2795
Bay St. Louis, MS 39520	Bay St. Louis, MS 39521
Designated Representative (see paragraph 8.03.A):	Designated Representative (see paragraph 8.03.A):
Same as above	Geoffrey F. Clemens
Title:	Title: President
Phone Number:	Phone Number:
Facsimile Number:	Facsimile Number:
E-Mail Address:	E-Mail Address:

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)



Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.

2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

4. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

5. Provide, as required for the Project:

A. Accounting, bond and financial advisory, independent costestimating, and insurance counseling services.

B. Legal Services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

C. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

D. Placement and payment for advertisement for Bids in appropriate publications.

6. 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 and considerations involved. Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.

7. Furnish 5 review copies of the Report and any other deliverables to Owner within 60 calendar days of authorization to begin services and review it with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 5 copies of the revised Report and any other deliverables to the Owner within 15 calendar days of receipt of Owner's comments.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes as additional services defined in Part 2. Additional Services A2.01-A.15. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

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

5. Furnish 5 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 60 calendar days of authorization to proceed with this phase, and review them with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

6. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 5 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 15 calendar days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

4. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 15 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of paragraph 6.01.G, instructions for revisions.

5. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 5 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 30 calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.5 have been delivered to Owner and shall be complete within 90 calendars days of authorization to proceed with this phase.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more 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 or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. 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 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the 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.

3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, paragraph B2.01.0.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules.* Receive, review, and 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.

6. *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.

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

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the 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 the Resident Project Representative, 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 Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to, 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 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 Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer ~~neither~~ does not guarantees the performance of any Contractor. ~~nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *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.

11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the 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.

12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the 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 Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *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. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the 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 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 Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any 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 and the Contract Documents. 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 Contractor's Work in progress 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

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, 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.

16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A1.05.A.11.

17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: [*here list any such tasks or deliverables*].

19. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, 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 are required after the original date for final completion of the Work as set forth in the construction Contract.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 Post-Construction Phase

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

1. Provide assistance in connection with the adjusting of Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.

3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

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

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. 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 Project; preparation or review of environmental permits, assessments and impact statements; review and evaluation of the effects on the design requirements for the 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 Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its 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 Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

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

6. Providing renderings or models for Owner's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Engineer's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.

10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

11. 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 constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys, including site survey for proposed site.

16. Providing Construction Phase services beyond the original date for final completion of the Work.

17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

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

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

23. Geotechnical Investigation

A2.02 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 from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

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 during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

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

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Services during the Construction Phase rendered after the date stated in A1.05.B.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

~~H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.~~

~~I. Provide, as required for the Project:~~

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 -- –Owner's Responsibilities

C2.01 Compensation For Basic Services (other than Resident Project Representative and Post-Construction) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A.

1. Washington Street Pier and Facilities - Amount to include the following	
Environmental	$ 6,000.00
Survey:	$ 4,000.00
Engineering and Construction Phase (15% of construction estimated to be $300,000 to be adjusted to final amount of value of construction)	$45,000.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimburseable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

C2.02 [Not used]

C2.03 [Not used]

C2.04 [Not used]

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Testing Services, if any, as follows:

1. *General.* 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 as 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 employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project.

Estimated Testing Fee	$ 8,000.00

B. Compensation For Reimbursable Expenses

~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~

~~2. Reimbursable Expenses include the following categories: providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates.~~

~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.~~

~~C. Other Provisions Concerning Payment For Additional Services~~

~~1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.~~

~~2. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

This is **Appendix 1 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Reimbursable Expenses Schedule

~~Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:~~

~~Fax~~	~~$ /page~~
~~8"x11" Copies/Impressions~~	~~.10/page~~
~~Blue Print Copies~~	~~1.00/sq. ft.~~
~~Meals and Lodging~~	~~at cost~~

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **Appendix 2 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates will be adjusted annually (as of 2013) to reflect equitable changes in the compensation payable to Engineer.

3. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

(See attached)

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT D**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under paragraph A1.05

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

D1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

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

1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

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

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the 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.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

6. Shop Drawings and Samples:

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Startups:

a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

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

10. Records:

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

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

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, 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. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

a. Furnish to Engineer 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 and recommend Engineer proposed 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 notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting 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.

13. *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 Specifications 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.

14. Completion:

a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

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

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

D. Resident Project Representative shall not:

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

2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over 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.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT E**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth on the reverse side of this Notice.

By: _____

Title: _____

Dated: _____

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given 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 professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.

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 Engineer's Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, 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 Agreement and Construction Contract.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT H**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Dispute Resolution

Paragraph 6.09 of the Agreement is amended and supplemented to include the following agreement of the parties:

[NOTE: Select one of the two alternatives provided]

H6.09 Dispute Resolution

A. Mediation. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a party agreed on by Owner and Engineer. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

B. Choice of Law Provision. This contract shall be governed by the Laws of the State of Mississippi and the court of proper jurisdiction is agreed to be Hancock County Circuit Court.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT I**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Allocation of Risks

~~Paragraph 6.11 of the Agreement is amended and supplemented to include the following agreement of the parties:~~

~~16.11.B Limitation of Engineer's Liability~~

1. *Engineer's Liability Limited to Amount of Insurance Proceeds.* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

Attachment: 20210706-Washington St Pier (9423 : Washington Street Pier)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, No. E-001, 2002 Edition.

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

TABLE OF CONTENTS

Page

ARTICLE 1 - SERVICES OF ENGINEER 1
1.01 Scope 1
ARTICLE 2 - OWNER'S RESPONSIBILITIES 1
2.01 General 1
ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES 1
3.01 Commencement 1
3.02 Time for Completion 1
ARTICLE 4 - INVOICES AND PAYMENTS 2
4.01 Invoices 2
4.02 Payments 2
ARTICLE 5 - OPINIONS OF COST 2
5.01 Opinions of Probable Construction Cost 2
5.02 Designing to Construction Cost Limit ..... **Error! Bookmark not defined.**
5.03 Opinions of Total Project Costs 2
ARTICLE 6 - GENERAL CONSIDERATIONS 2
6.01 Standards of Performance 2
6.02 Design without Construction Phase Services 3
6.03 Use of Documents 3
6.04 Insurance 4
6.05 Suspension and Termination 4
6.06 Controlling Law 5
6.07 Successors, Assigns, and Beneficiaries 5
6.08 Dispute Resolution 5
6.09 Environmental Condition of Site 6
6.10 Indemnification and Mutual Waiver 6
6.11 Miscellaneous Provisions 7
ARTICLE 7 - DEFINITIONS 7
7.01 Defined Terms 7
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS 8
8.01 Exhibits Included 8
8.02 Total Agreement 8
8.03 Designated Representatives 8

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 6 , 2021 ("Effective Date") between

HANCOCK COUNTY BOARD OF SUPERVISORS ("Owner") and

Compton Engineering, Inc. ("Engineer").

Owner intends to Renourishment and Repairs of Hancock County Beach damaged in Hurricane Zeta including sand Renourishment, planting, sand fence repair/replacement, and Walking Path repair.

("Project").

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, ~~shall~~ may be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, ~~shall~~ may be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 Invoices

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of ~~receipt~~ approval.

4.02 Payments

~~A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.~~

~~B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:~~

~~1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~

~~2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.~~

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

~~D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

~~A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ~~Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.~~

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.

I. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. **Engineer shall certify that the project has been constructed ~~in general accordance to the intent of the~~ in substantial conformance with plans and specifications.**

J. ~~Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~ The Engineer does not guarantee the performance of any contractor.

K. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer. ~~; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.~~

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

~~B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.~~

C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. *Suspension.*

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished ~~and all Reimbursable Expenses incurred~~ through the effective date of termination that are in compliance with this agreement. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.

~~B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

~~D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~

E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

8. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. ~~*Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.~~

10. *Resident Project Representative*--The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

11. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "Engineer's Services," consisting of 8 pages.

B. Exhibit B, "Owner's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 6 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 0 pages.

G. Exhibit G, "Insurance," consisting of 0 pages.

H. Exhibit H, "Dispute Resolution," consisting of 1 page.

I. Exhibit I, "Allocation of Risks," consisting of 1 page.

J. Exhibit J, "Special Provisions," consisting of 0 pages.

K. Exhibit K, "Amendment to Standard Form of Agreement," consisting of 0 pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 39 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:	Engineer:
Hancock County Board of Supervisors	Compton Engineering, Inc.
By:	By:
Title: President	Title: President
Date Signed:	Date Signed: 6/30/2021
	Engineer License or Certificate No. 14037
	State of: Mississippi
Address for giving notices:	Address for giving notices:
854 Highway 90	P.O. Box 2795
Bay St. Louis, MS 39520	Bay St. Louis, MS 39521
Designated Representative (see paragraph 8.03.A):	Designated Representative (see paragraph 8.03.A):
Same as above	Geoffrey F. Clemens
Title:	Title: President
Phone Number:	Phone Number:
Facsimile Number:	Facsimile Number:
E-Mail Address:	E-Mail Address:

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.

2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

4. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

5. Provide, as required for the Project:

A. Accounting, bond and financial advisory, independent costestimating, and insurance counseling services.

B. Legal Services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

C. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

D. Placement and payment for advertisement for Bids in appropriate publications.

6. 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 and considerations involved. Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.

7. Furnish 5 review copies of the Report and any other deliverables to Owner within 60 calendar days of authorization to begin services and review it with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 5 copies of the revised Report and any other deliverables to the Owner within 15 calendar days of receipt of Owner's comments.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes as additional services defined in Part 2. Additional Services A2.01-A.15. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

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

5. Furnish 5 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 60 calendar days of authorization to proceed with this phase, and review them with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

6. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 5 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 15 calendar days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

4. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 15 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of paragraph 6.01.G, instructions for revisions.

5. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 5 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 30 calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.5 have been delivered to Owner and shall be complete within 90 calendars days of authorization to proceed with this phase.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more 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 or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. 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 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the 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.

3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, paragraph B2.01.0.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules.* Receive, review, and 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.

6. *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.

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

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the 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 the Resident Project Representative, 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 Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to, 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 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 Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer ~~neither~~ does not guarantees the performance of any Contractor. ~~nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *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.

11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the 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.

12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the 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 Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *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. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the 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 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 Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any 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

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. 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 Contractor's Work in progress 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 moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, 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.

16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A1.05.A.11.

17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: [*here list any such tasks or deliverables*].

19. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, 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 are required after the original date for final completion of the Work as set forth in the construction Contract.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 Post-Construction Phase

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

1. Provide assistance in connection with the adjusting of Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.

3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

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

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. 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 Project; preparation or review of environmental permits, assessments and impact statements; review and evaluation of the effects on the design requirements for the 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 Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its 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 Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

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

6. Providing renderings or models for Owner's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Engineer's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.

10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

11. 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 constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys, including site survey for proposed site.

16. Providing Construction Phase services beyond the original date for final completion of the Work.

17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

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

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

23. Geotechnical Investigation

A2.02 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 from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

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

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

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

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Services during the Construction Phase rendered after the date stated in A1.05.B.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

~~H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.~~

~~I. Provide, as required for the Project:~~

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 -- –Owner's Responsibilities

C2.01 Compensation For Basic Services (other than Resident Project Representative and Post-Construction) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A.

1. Renourish and Repairs of Beach and Walking Path Repairs:
Amounts to include the following

Environmental	$15,000.00
Survey: (lump sum)	$20,000.00
Engineering (including Bid Phase and Construction Phase) (15% of construction estimated to be $650,000.00 to adjusted to final value of Construction)	$97,500.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimburseable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

C2.02 [Not used]

C2.03 [Not used]

C2.04 [Not used]

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Testing Services, if any, as follows:

1. *General.* 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 as 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 employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project.

Estimated Testing Fee $ 20,000.00

B. Compensation For Reimbursable Expenses

~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~

~~2. Reimbursable Expenses include the following categories: providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates.~~

~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.~~

~~C. Other Provisions Concerning Payment For Additional Services~~

~~1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.~~

~~2. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

This is **Appendix 1 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Reimbursable Expenses Schedule

~~Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:~~

~~Fax~~	~~$ /page~~
~~8"x11" Copies/Impressions~~	~~.10/page~~
~~Blue Print Copies~~	~~1.00/sq. ft.~~
~~Meals and Lodging~~	~~at cost~~

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **Appendix 2 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates will be adjusted annually (as of 2013) to reflect equitable changes in the compensation payable to Engineer.

3. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

(See attached)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

This is **EXHIBIT D**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under paragraph A1.05

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

D1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

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

1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

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

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the 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.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. M*odifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Startups:

a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

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

10. Records:

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

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

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, 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. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

a. Furnish to Engineer 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 and recommend Engineer proposed 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 notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting 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.

13. *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 Specifications 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.

14. Completion:

a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

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

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

D. Resident Project Representative shall not:

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

2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over 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.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

This is **EXHIBIT E**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth on the reverse side of this Notice.

By: _____

Title: _____

Dated: _____

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given 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 professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.

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 Engineer's Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, 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 Agreement and Construction Contract.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

This is **EXHIBIT H**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Dispute Resolution

Paragraph 6.09 of the Agreement is amended and supplemented to include the following agreement of the parties:

[NOTE: Select one of the two alternatives provided]

H6.09 Dispute Resolution

A. Mediation. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a party agreed on by Owner and Engineer. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

B. Choice of Law Provision. This contract shall be governed by the Laws of the State of Mississippi and the court of proper jurisdiction is agreed to be Hancock County Circuit Court.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

This is **EXHIBIT I**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Allocation of Risks

~~Paragraph 6.11 of the Agreement is amended and supplemented to include the following agreement of the parties:~~

~~I6.11.B Limitation of Engineer's Liability~~

1. *Engineer's Liability Limited to Amount of Insurance Proceeds.* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: Contract Owner & Engineer (Renourishment and Repairs to HC Beach) (9424 : Renourishment and Repairs to HC Beach)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, No. E-001, 2002 Edition.

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

TABLE OF CONTENTS

Page

ARTICLE 1 - SERVICES OF ENGINEER 1
1.01 Scope 1
ARTICLE 2 - OWNER'S RESPONSIBILITIES 1
2.01 General 1
ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES 1
3.01 Commencement 1
3.02 Time for Completion 1
ARTICLE 4 - INVOICES AND PAYMENTS 2
4.01 Invoices 2
4.02 Payments 2
ARTICLE 5 - OPINIONS OF COST 2
5.01 Opinions of Probable Construction Cost 2
5.02 Designing to Construction Cost Limit ..... **Error! Bookmark not defined.**
5.03 Opinions of Total Project Costs 2
ARTICLE 6 - GENERAL CONSIDERATIONS 2
6.01 Standards of Performance 2
6.02 Design without Construction Phase Services 3
6.03 Use of Documents 3
6.04 Insurance 4
6.05 Suspension and Termination 4
6.06 Controlling Law 5
6.07 Successors, Assigns, and Beneficiaries 5
6.08 Dispute Resolution 5
6.09 Environmental Condition of Site 6
6.10 Indemnification and Mutual Waiver 6
6.11 Miscellaneous Provisions 7
ARTICLE 7 - DEFINITIONS 7
7.01 Defined Terms 7
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS 8
8.01 Exhibits Included 8
8.02 Total Agreement 8
8.03 Designated Representatives 8

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 6 , 2021 ("Effective Date") between

HANCOCK COUNTY BOARD OF SUPERVISORS ("Owner") and

Compton Engineering, Inc. ("Engineer").

Owner intends to Renourishment and Repairs of Hancock County Beach damaged in Hurricane Zeta including sand Renourishment, planting, sand fence repair/replacement, and Walking Path repair. ("Project").

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, ~~shall~~ may be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, ~~shall~~ may be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 Invoices

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of ~~receipt~~ approval.

4.02 Payments

~~A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.~~

~~B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:~~

~~1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~

~~2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.~~

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

~~D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

~~A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ~~Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.~~

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.

I. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. **Engineer shall certify that the project has been constructed ~~in general accordance to the intent of the~~ in substantial conformance with plans and specifications.**

J. ~~Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~ The Engineer does not guarantee the performance of any contractor.

K. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer. ~~; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.~~

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

~~B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.~~

C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. *Suspension.*

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished ~~and all Reimbursable Expenses incurred~~ through the effective date of termination that are in compliance with this agreement. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.

~~B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

~~D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~

E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

8. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. ~~*Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.~~

10. *Resident Project Representative*--The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

11. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "Engineer's Services," consisting of 8 pages.

B. Exhibit B, "Owner's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 6 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 0 pages.

G. Exhibit G, "Insurance," consisting of 0 pages.

H. Exhibit H, "Dispute Resolution," consisting of 1 page.

I. Exhibit I, "Allocation of Risks," consisting of 1 page.

J. Exhibit J, "Special Provisions," consisting of 0 pages.

K. Exhibit K, "Amendment to Standard Form of Agreement," consisting of 0 pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 39 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:	Engineer:
Hancock County Board of Supervisors	Compton Engineering, Inc.
By: Scott Adam	By:
Title: President	Title: President
Date Signed: July 6, 2021	Date Signed: 6/30/2021
	Engineer License or Certificate No. 14037
	State of: Mississippi
Address for giving notices:	Address for giving notices:
854 Highway 90	P.O. Box 2795
Bay St. Louis, MS 39520	Bay St. Louis, MS 39521
Designated Representative (see paragraph 8.03.A):	Designated Representative (see paragraph 8.03.A):
Same as above	Geoffrey F. Clemens
Title:	Title: President
Phone Number:	Phone Number:
Facsimile Number:	Facsimile Number:
E-Mail Address:	E-Mail Address:

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)



This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.

2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

4. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

5. Provide, as required for the Project:

A. Accounting, bond and financial advisory, independent costestimating, and insurance counseling services.

B. Legal Services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

C. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

D. Placement and payment for advertisement for Bids in appropriate publications.

6. 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 and considerations involved. Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.

7. Furnish 5 review copies of the Report and any other deliverables to Owner within 60 calendar days of authorization to begin services and review it with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 5 copies of the revised Report and any other deliverables to the Owner within 15 calendar days of receipt of Owner's comments.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes as additional services defined in Part 2. Additional Services A2.01-A.15. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

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

5. Furnish 5 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 60 calendar days of authorization to proceed with this phase, and review them with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

6. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 5 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 15 calendar days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

4. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 15 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of paragraph 6.01.G, instructions for revisions.

5. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 5 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 30 calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.5 have been delivered to Owner and shall be complete within 90 calendars days of authorization to proceed with this phase.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more 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 or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. 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 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the 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.

3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, paragraph B2.01.0.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules.* Receive, review, and 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.

6. *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.

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

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the 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 the Resident Project Representative, 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 Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to, 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 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 Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer ~~neither~~ does not guarantees the performance of any Contractor. ~~nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *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.

11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the 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.

12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the 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 Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *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. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the 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 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 Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any 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

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. 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 Contractor's Work in progress 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 moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, 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.

16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A1.05.A.11.

17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: [*here list any such tasks or deliverables*].

19. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, 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 are required after the original date for final completion of the Work as set forth in the construction Contract.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 Post-Construction Phase

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

1. Provide assistance in connection with the adjusting of Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.

3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

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

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. 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 Project; preparation or review of environmental permits, assessments and impact statements; review and evaluation of the effects on the design requirements for the 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 Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its 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 Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

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

6. Providing renderings or models for Owner's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Engineer's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.

10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

11. 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 constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys, including site survey for proposed site.

16. Providing Construction Phase services beyond the original date for final completion of the Work.

17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

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

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

23. Geotechnical Investigation

A2.02 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 from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

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

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

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

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Services during the Construction Phase rendered after the date stated in A1.05.B.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

~~H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.~~

~~I. Provide, as required for the Project:~~

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 -- –Owner's Responsibilities

C2.01 Compensation For Basic Services (other than Resident Project Representative and Post-Construction) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A.

1. Renourish and Repairs of Beach and Walking Path Repairs:
Amounts to include the following

Environmental	$15,000.00
Survey: (lump sum)	$20,000.00
Engineering (including Bid Phase and Construction Phase) (15% of construction estimated to be $650,000.00 to adjusted to final value of Construction)	$97,500.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimburseable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

C2.02 [Not used]

C2.03 [Not used]

C2.04 [Not used]

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Testing Services, if any, as follows:

1. *General.* 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 as 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 employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project.

Estimated Testing Fee $ 20,000.00

B. Compensation For Reimbursable Expenses

~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~

~~2. Reimbursable Expenses include the following categories: providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates.~~

~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.~~

~~C. Other Provisions Concerning Payment For Additional Services~~

~~1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.~~

~~2. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

This is **Appendix 1 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Reimbursable Expenses Schedule

~~Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:~~

~~Fax~~	~~$ /page~~
~~8"x11" Copies/Impressions~~	~~.10/page~~
~~Blue Print Copies~~	~~1.00/sq. ft.~~
~~Meals and Lodging~~	~~at cost~~

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **Appendix 2 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates will be adjusted annually (as of 2013) to reflect equitable changes in the compensation payable to Engineer.

3. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

(See attached)

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT D**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under paragraph A1.05

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

D1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

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

1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

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

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the 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.

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. M*odifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Startups:

a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

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

10. Records:

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

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

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, 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. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

a. Furnish to Engineer 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 and recommend Engineer proposed 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 notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting 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.

13. *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 Specifications 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.

14. Completion:

a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

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

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

D. Resident Project Representative shall not:

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

2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over 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.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT E**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To: OWNER

And To: CONTRACTOR

From: ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth on the reverse side of this Notice.

By: _____

Title: _____

Dated: _____

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given 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 professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.

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 Engineer's Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, 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 Agreement and Construction Contract.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT H**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Dispute Resolution

Paragraph 6.09 of the Agreement is amended and supplemented to include the following agreement of the parties:

[NOTE: Select one of the two alternatives provided]

H6.09 Dispute Resolution

A. Mediation. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a party agreed on by Owner and Engineer. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

B. Choice of Law Provision. This contract shall be governed by the Laws of the State of Mississippi and the court of proper jurisdiction is agreed to be Hancock County Circuit Court.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **EXHIBIT I**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Allocation of Risks

~~Paragraph 6.11 of the Agreement is amended and supplemented to include the following agreement of the parties:~~

~~I6.11.B Limitation of Engineer's Liability~~

1. *Engineer's Liability Limited to Amount of Insurance Proceeds.* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Attachment: 20210706-HC Beach (9424 : Renourishment and Repairs to HC Beach)

BOARD OF SUPERVISORS

Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Telephone (228) 467-0172
Fax (228) 467-2691

July 6, 2021

Mississippi Department of Environmental Quality
Attn: Tonisha Rogers
Solid Waste Policy, Planning & Grants Branch
P.O. Box 2261
Jackson, MS 39525

Re: MDEQ, Hancock County Board of Supervisors
Waste Tire Collection Program, WT621

To Whom It May Concern:

On behalf of Hancock County Board of Supervisors, please find enclosed an executed Request for Payment in the amount of $2,500.00 along with all supporting documentation. Hancock County is very appreciative of this grant which allows the county to collect and dispose of waste tires from county residents.

My best,

Maureen Anderson
Grant Administrator

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

ATTACHMENT A
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient: Hancock County BOS
Address: 854 Hwy 90, Suite A
Bay St. Louis, MS
39520

Grant Agreement No. WT621
Person preparing report: Maureen Anderson
Telephone number: 228-467-6092
Request period: From 02/21 To 06/21

1. Amount of this payment request: $ 2,500.00
2. Total amount of grant: $ 50,000.00
3. Total prior payments approved: $ 31,600.00
4. Total funds requested to date (*line 1 plus line 3*): $ 34,100.00
5. Balance of grant funds remaining after this request (*line 2 minus line 4*) $ 15,900.00

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: $ _____
7. Amount contributed by recipient to date: $ _____
8. Balance to be contributed by recipient (*line 6 minus line 7*): $ _____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

_____
Signature of Authorized Official

Scotty Adam, Board President
Typed Name and Title of Authorized Official

7/06/2021
Date

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

Mississippi Tire Recycling
2845 Meter Road
Jackson, Ms. 39204
Phone # 601-352-7165

Invoice

Number	1447
Date	4/29/2021

Bill To

Hancock County
Board of Supervisors
854 Hwy 90 Suite A
Bay St Louis, Ms , 39520

Ship To

PO Number	Terms	Project
1447	$2000 per load +$100 per tractor tire	Waste tires

Date	Description	Hours	Rate	Amount
4-26-21	12.68 ton waste tires		$2,000.00	$2,000.00
	tractor tires	5.00	$100.00	$500.00

040-340-5512
Vg.

Amount Paid	$0.00	Discount	$0.00
Amount Due	$2,500.00	Shipping Cost	$0.00
		Sub Total	$2,500.00
		Total	$2,500.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
$2,500.00	$0.00	$0.00	$0.00	$2,500.00

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

002481

This Memorandum

is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper No. _____

Carrier No. _____

Date _____

MS TIRE RECYCLING, LLC

(Name of Carrier) (SCAC)

TO: Consignee	FROM: Shipper
MS TIRE RECYCLING, LLC	MS TIRE RECYCLING, LLC
Street 2845 Meter Road 601-352-7165	Street 2845 Meter Road 601-352-7165
Destination Jackson, MS Zip Code 39204	Origin Jackson, MS Zip Code 39204
Vehicle Number	U.S. DOT Hazmat Reg. Number
Route	

On Collect on Delivery shipments, the letters "COD" must appear before consignee's name, or as otherwise provided in Item 430, Sec. 1.

05, 531(dR) TS

No. Shipping Units	* HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (Subject to Correction)	RATE	CHARGE
		Scrap Tires from			
		~~Hanson~~ (~~Laurel~~ MS)			
		Hancock South Plant			

REMIT C.O.D. TO: ADDRESS Jeff Mack

COD Amt: $

C.O.D. FEE: PREPAID ☐ $ COLLECT ☐

TOTAL CHARGES: $

FREIGHT CHARGES — FREIGHT PREPAID except when box at right is checked ☐ Check box if charges are to be collect

Note – Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

$ _____ per _____

This is to certify that the above materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

(Signature)

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER	CARRIER
MS TIRE RECYCLING, LLC	
PER X	PER
EMERGENCY RESPONSE TELEPHONE NUMBER:	DATE 4-26-21

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (§172.604)

BLCC-602-4
PRINTED IN U.S.A.

* Mark with an "X" to designate Hazardous Material as defined in the Department of Transportation Regulations governing the transportation of hazardous materials. The use of this column is an optional method for identifying hazardous materials on bills of lading per Section 172.201(a)(1)iii of Title 49, code of Federal Regulations. Also, when shipping hazardous materials, the shipper's certification statement prescribed in Section 172.204(a) of the Federal Regulations must be indicated on the bill of lading, unless a specific exception from this requirement is provided in the Regulations for a particular material.

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

DR# 5316R
P/U 78

7.I.1.a

Form SW-03

Manifest # _____ (optional)

WASTE TIRE TRANSPORTATION CERTIFICATION

As required by the Mississippi Waste Tire Transportation Regulations, this form shall be completed and signed by a waste tire generator each time that waste tires are provided for transportation to another facility, and shall also be completed and signed by the waste tire transporter/hauler, and the collector, processor, or disposer to whom the tires are delivered.

Part I: Certification by Waste Tire Generator

Name of Waste Tire Generator: ~~Harrison~~ Hancock Co.

Mailing Address: Lemoine Rd South Barn

City: ~~Gulfport~~ Waveland State: Ms Zip: _____

Street Address: _____ County: ~~Harrison~~ HANCOCK

Telephone No.: _____

Number of whole waste tires to be transported: _____

Volume of processed tires (cut, shredded, etc) to be transported: _____

Destination of tires: Name: _____

Address: _____

I hereby certify that the above indicated waste tires were collected in the normal course of business in _____ County, _____ (State) and are destined to be transported to the facility indicated above.

Signed: X Jeff Merrell Date: 4-26-21

Waste Tire Generator

Part II: Certification by Waste Tire Transporter/Hauler

Name of Waste Tire Transporter/Hauler: Ms Tire Recycling

Waste Tire Hauler ID No.: #140

If no Waste Tire Hauler ID No. is required, then provide:

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____

I hereby certify that the above indicated waste tires were received from the waste tire generator identified in Part I of this form.

Signed: Rickey D. Lee Date: 4-26-21

Waste Tire Hauler

Part III: Certification by Collector/Processor/Disposer

Name of Collector/Processor/Disposer: _____

Mailing Address: Ms Tire Recycling LLC

City: _____ State: 2845 Meter Road Zip: _____

Telephone No.: _____ Jackson, Ms. 39204

Permit No. (if applicable): #0020

I hereby certify that I am authorized to receive waste tires and that I have received the above indicated waste tires in Part I in accordance with that authorization.

Signed: K Vielse Date: 4-26-21

Collector/Processor/Disposer

Mississippi Department of Environmental Quality, Office of Pollution Control
P.O. Box 2261, Jackson, MS 39225

12/15

WHITE – GENERATOR'S COPY, YELLOW – TRANSPORTER/HAULER'S COPY, PINK – COLLECTOR/PROCESSOR/DISPOSER'S COPY

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
9287	MS TIRE RECYCLING, LLC	93443	06/07/2021	$2,500.00

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
04/29/2021	1447	WASTE TIRES	$2,500.00

Check Date
06/07/2021

Vendor Number **9287**

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Two Thousand Five Hundred Dollars And Zero Cents ***

$2,500.00

VOID

Pay To
The
Order Of

9287
MS TIRE RECYCLING, LLC
ATTN: ROBERTA
2845 MEYER ROAD
JACKSON, MS 39204-0000

Timothy A. Kelley

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

TheFirst
A NATIONAL BANKING ASSOCIATION

Account: PUB CKG 0001
Date: 6/28/2021

ENDORSE HERE
X

PAY TO THE ORDER OF
BANKPLUS
FOR DEPOSIT ONLY
MS TIRE RECYCLING LLC
FOR MOBILE DEPOSIT ONLY - DO NOT POST
442004041 4 FINANCIAL INSTITUTION
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

The security features listed below, as well as those not listed, exceed industry guidelines.
Microprint Border Line and Separator Lines: small type in lines appears as dotted lines when photocopied.
Security Screen: absence of "Original Document" verbiage on back of check when photocopied.
Chemically Sensitive Paper: stains or spots may appear with chemical alteration.
Heat Sensitive Ink: Red image will fade with heat. Rub, hold between thumb & finger or breathe on image for reaction.
Invisible Fluorescent Fibers: cannot be reproduced on photocopiers.
® Padlock design is a certification mark of the Check Payment Systems Association
"FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

HANCOCK COUNTY
BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST. LOUIS, MS 39520

TheFirst
A NATIONAL BANKING ASSOCIATION
24 HOUR CUSTOMER INFORMATION LINE 1-866 362 6477

Check Date 06/07/2021
093443
85-336/653
Vendor Number 9287
VOID AFTER 90 DAYS FROM ISSUE DATE

*** Two Thousand Five Hundred Dollars And Zero Cents ***

$2,500.00

Pay To The Order Of
9287
MS TIRE RECYCLING, LLC
ATTN: ROBERTA
2845 METER ROAD
JACKSON, MS 39204-0000

Timothy A Kelley
AUTHORIZED SIGNATURE

Security features details on back.

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTMEI
TIRE DISPOSAL FORM
South Barn

DATE 1-13-2021

I WILLIAM WHEELER VERIFY THAT THESE TIRE D

☑ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 9167-GRANGE STREET

CITY: BAY-ST LOUIS STATE: MISS ZIP 53

TOTAL TIRES 25

PRINT NAME _____

SIGNATURE William W Wheeler

TELEPHONE # 228-304-7216

TAG # _____

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTMEI

TIRE DISPOSAL FORM

South Barn

DATE 1-15-21

I Jessie Woods VERIFY THAT THESE TIRE D

☐ RESIDENCE ☑ BUSINESS

STREET ADDRESS: 5282 Kelly Rd.

CITY: Pearlington STATE: Ms ZIP

TOTAL TIRES 92

PRINT NAME Jessie Woods

SIGNATURE Jessie Woods

TELEPHONE # 342-8502

TAG # _____

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTMEI

TIRE DISPOSAL FORM

South Barn

DATE 1-19

I Josh Stramb VERIFY THAT THESE TIRE D

☑ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 7211 Union

CITY: Bay St. Louis STATE: ZIP

TOTAL TIRES 12

PRINT NAME Josh Stramb

SIGNATURE Josh Stramb

TELEPHONE # 228-342-7472

TAG #

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTMEI
TIRE DISPOSAL FORM
South Barn

DATE 1-28-2021

I Jacques Olivier VERIFY THAT THESE TIRE D

☑ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 109 Leonitana Ave

CITY: Bay St Louis STATE: Ms ZIP

TOTAL TIRES 4

PRINT NAME JACQUES OLIVIER

SIGNATURE Jacques C Olivier

TELEPHONE # 985 288 0572

TAG # _____

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTMEI

TIRE DISPOSAL FORM

South Barn

DATE 2-8-21

I Mark A Bardoin VERIFY THAT THESE TIRE D

☐ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 17076 Birch Dr.

CITY: Pearlington STATE: MS ZIP 3957

TOTAL TIRES 8

PRINT NAME Mark A Bardoin

SIGNATURE Mark A Bardoin

TELEPHONE # 504 329 5070

TAG # _____

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTMEI
TIRE DISPOSAL FORM
South Barn

DATE 2/17/21

I _____ VERIFY THAT THESE TIRE D

☑ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 6030 KELLAR ST.

CITY: PEARLINGTON STATE: MS ZIP

TOTAL TIRES # 10

PRINT NAME JONATHAN COLLINS

SIGNATURE [signature]

TELEPHONE # 228-222-7226

TAG # 54VO

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTMEI

TIRE DISPOSAL FORM

South Barn

DATE 1-23-21

I _____ VERIFY THAT THESE TIRE D

☑ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 3530 _____

CITY: PORT _____ STATE: MS ZIP 39 3

TOTAL TIRES 3

PRINT NAME Chuck SHORT

SIGNATURE Chuck Short

TELEPHONE # 216-213-1966

TAG # _____

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTMENT
TIRE DISPOSAL FORM
South Barn

DATE 3-4-21

I _____ VERIFY THAT THESE TIRES CON

☐ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 6160 W Hinds St

CITY: BSL STATE: MS ZIP: 39

TOTAL TIRES 15

PRINT NAME Daniel Chauvin

SIGNATURE [signature]

TELEPHONE # 228-213-4690

TAG # _____

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTMENT
TIRE DISPOSAL FORM
South Barn

DATE 15 NOV 2021

I JOHN WEBB VERIFY THAT THESE TIRES COM F

☑ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 106 MOLLIE DR

CITY: WAVELAND STATE: MS ZIP 397

TOTAL TIRES 4

PRINT NAME JOHN WEBB

SIGNATURE [signature]

TELEPHONE # 314 715-2498

TAG # KAE 2224

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTMEI

TIRE DISPOSAL FORM

South Barn

DATE _____

I _____ VERIFY THAT THESE TIRE D

☐ RESIDENCE ☑ BUSINESS

STREET ADDRESS: 788 Hancock DR

CITY: Bay St Louis STATE: MS ZIP 20

TOTAL TIRES 35

PRINT NAME David Skinner

SIGNATURE _____

TELEPHONE # 228-342-0016

TAG # _____

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTMEI
TIRE DISPOSAL FORM
South Barn

DATE 2/22/21

Matthew Asher VERIFY THAT THESE TIRE D

☑ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 6021 FT AVE

CITY: PEARLINGTON STATE: MISS 39 ZIP

TOTAL TIRES 30

PRINT NAME MATTHEW ASHER

SIGNATURE Matthew Asher

TELEPHONE # 228-342-6016

TAG # AB-3213-B-10

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTMEI
TIRE DISPOSAL FORM
South Barn

DATE 3/25/2021

I Brett Morreale VERIFY THAT THESE TIRE D

☐ RESIDENCE ☑ BUSINESS

STREET ADDRESS: 723 Faith St

CITY: Waveland STATE: MS ZIP 3957

TOTAL TIRES 12

PRINT NAME Brett Morreale

SIGNATURE

TELEPHONE # 228 495-4879

TAG #

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTMENT
TIRE DISPOSAL FORM

~~North~~ Barn
South

DATE 4/1/21

I Dan Jackson VERIFY THAT THESE TIRES COME FROM

☒ ~~RESIDENCE~~ ☐ BUSINESS

STREET ADDRESS: 10182 Bayou View Dr East

CITY: BSL STATE: MS ZIP: 39520

TOTAL TIRES 5

PRINT NAME _____

SIGNATURE _____

TELEPHONE # 985-518-0683

TAG # 1AC0062

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTME

TIRE DISPOSAL FORM

South Barn

DATE 4-12-21

I [signature] VERIFY THAT THESE TIRE C

☐ RESIDENCE ☑ BUSINESS

STREET ADDRESS: 5200 Shipyard RD

CITY: Lakeshore STATE: MS. ZIP

TOTAL TIRES 22

PRINT NAME Nolan Townsend

SIGNATURE [signature]

TELEPHONE # 228-222-0589

TAG # A464191

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTMEN
TIRE DISPOSAL FORM
South Barn

DATE 4/9/21

I Kenneth Luther VERIFY THAT THESE TIRES

☑ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 11028 Heron St.

CITY: BSL STATE: MS ZIP: 39

TOTAL TIRES 12

PRINT NAME Kenneth Luther

SIGNATURE [signature]

TELEPHONE # 662-308-1321

TAG # HBM55

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

HANCOCK COUNTY ROAD DEPARTMENT
TIRE DISPOSAL FORM
South Barn

DATE 3-30-21

I Nick Hansen VERIFY THAT THESE TIRES CON

☐ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 5215 1st Ave

CITY: FSC STATE: MC ZIP: 20

TOTAL TIRES 22

PRINT NAME Nick Hansen

SIGNATURE

TELEPHONE # 208-363-2647

TAG # KD2 1740

Attachment: 20210706 Reimb. Req. (8377 : Approve Tire Grant WT621 Request For Payment)

BOARD OF SUPERVISORS

Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Telephone (228) 467-0172
Fax (228) 467-2691

July 6, 2021

Mississippi Department of Environmental Quality
Attn: Tonisha Rogers
Solid Waste Policy, Planning & Grants Branch
P.O. Box 2261
Jackson, MS 39525

Re: MDEQ, Hancock County Board of Supervisors
Waste Tire Collection Program, WT621

To Whom It May Concern:

On behalf of Hancock County Board of Supervisors, please find enclosed an executed Request for Payment in the amount of $2,500.00 along with all supporting documentation. Hancock County is very appreciative of this grant which allows the county to collect and dispose of waste tires from county residents.

My best,

Maureen Anderson
Grant Administrator

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

ATTACHMENT A
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient: Hancock County BOS
Address: 854 Hwy 90, Suite A, Bay St. Louis, MS 39520
Grant Agreement No. WT621
Person preparing report: Maureen Anderson
Telephone number: 228-467-6012
Request period: From 02/21 To 06/21

1. Amount of this payment request: $ 2,500.00
2. Total amount of grant: $ 50,000.00
3. Total prior payments approved: $ 31,600.00
4. Total funds requested to date (*line 1 plus line 3*): $ 34,100.00
5. Balance of grant funds remaining after this request (*line 2 minus line 4*) $ 15,900.00

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: $ _____
7. Amount contributed by recipient to date: $ _____
8. Balance to be contributed by recipient (*line 6 minus line 7*): $ _____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

Signature of Authorized Official

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Scotty Adam, Board President
Typed Name and Title of Authorized Official

7/06/2021
Date

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

Mississippi Tire Recycling
2845 Meter Road
Jackson, Ms. 39204
Phone # 601-352-7165

Invoice

Number	1447
Date	4/29/2021

Bill To

Hancock County
Board of Supervisors
854 Hwy 90 Suite A
Bay St Louis, Ms , 39520

Ship To

PO Number	Terms	Project
1447	$2000 per load +$100 per tractor tire	Waste tires

Date	Description	Hours	Rate	Amount
4-26-21	12.68 ton waste tires		$2,000.00	$2,000.00
	tractor tires	5.00	$100.00	$500.00

040-340-5512
VG

Amount Paid	$0.00	Discount	$0.00
Amount Due	$2,500.00	Shipping Cost	$0.00
		Sub Total	$2,500.00
		Total	$2,500.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
$2,500.00	$0.00	$0.00	$0.00	$2,500.00

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation

This Memorandum

is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

002481

Shipper No. _____

Carrier No. _____

Date _____

MS TIRE RECYCLING, LLC
(Name of Carrier) (SCAC)

TO: Consignee MS TIRE RECYCLING, LLC	FROM: Shipper MS TIRE RECYCLING, LLC
On Collect on Delivery shipments, the letters "COD" must appear before consignee's name - - or as otherwise provided in Item 430, Sec. 1	
Street 2845 Meter Road 601-352-7165	Street 2845 Meter Road 601-352-7165
Destination Jackson, MS Zip Code 39204	Origin Jackson, MS Zip Code 39204
Vehicle Number	U.S. DOT Hazmat Reg. Number
Route	

05, 5316(R) 15

No. Shipping Units	* HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (Subject to Correction)	RATE	CHARGE
		Scrap Tires from ~~Hattiesburg~~ Hancock (~~Laurel~~ South Plant)			

REMIT C.O.D. TO: ADDRESS Jeff Mack

COD Amt: $

C.O.D. FEE: PREPAID ☐ $ COLLECT ☐

TOTAL CHARGES: $

FREIGHT CHARGES
FREIGHT PREPAID except when box at right is checked ☐
Check box if charges are to be collect ☐

Note – Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

$ _____ per _____

This is to certify that the above materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

(Signature)

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time in in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.
Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER MS TIRE RECYCLING, LLC	CARRIER
PER	PER
EMERGENCY RESPONSE TELEPHONE NUMBER:	DATE 4-26-21

Montored at all times the Hazardous Material is in transportation including storage incidental to transportation (§172.604)

BLCC-602-4
PRINTED IN U.S.A.

* Mark with an "X" to designate Hazardous Material as defined in the Department of Transportation Regulations governing the transportation of hazardous materials. The use of this column is an optional method for identifying hazardous materials on bills of lading per Section 172.201(a)(1)(ii) of Title 49 code of Federal Regulations. Also, when shipping hazardous materials, the shipper's certification statement prescribed in Section 172.204(a) of the Federal Regulations must be indicated on the bill of lading unless a specific exception from the requirement is provided in the Regulations for a particular material.

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

DKuP 5316R
P/U 78

Form SW-03

Manifest # _____ (optional)

7.I.1.b

WASTE TIRE TRANSPORTATION CERTIFICATION

As required by the Mississippi Waste Tire Transportation Regulations, this form shall be completed and signed by a waste tire generator each time that waste tires are provided for transportation to another facility, and shall also be completed and signed by the waste tire transporter/hauler, and the collector, processor, or disposer to whom the tires are delivered.

Part I: Certification by Waste Tire Generator

Name of Waste Tire Generator: ~~Hancock Harrison Co~~

Mailing Address: ~~Lorraine Rd~~ South Barn

City: ~~Gulfport~~ Waveland State: MS Zip: _____

Street Address: _____ County: ~~Harrison~~ HANCOCK

Telephone No.: _____

Number of whole waste tires to be transported: _____

Volume of processed tires (cut, shredded, etc) to be transported: _____

Destination of tires: Name: _____

Address: _____

I hereby certify that the above indicated waste tires were collected in the normal course of business in _____ County, _____ (State) and are destined to be transported to the facility indicated above.

Signed: X Jeff Mena Date: 4-26-21

Waste Tire Generator

Part II: Certification by Waste Tire Transporter/Hauler

Name of Waste Tire Transporter/Hauler: Ms Tire Recycling

Waste Tire Hauler ID No.: #140

If no Waste Tire Hauler ID No. is required, then provide:

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____

I hereby certify that the above indicated waste tires were received from the waste tire generator identified in Part I of this form.

Signed: Kathy D. Lee Date: 4-26-21

Waste Tire Hauler

Part III: Certification by Collector/Processor/Disposer

Name of Collector/Processor/Disposer: _____

Mailing Address: Ms Tire Recycling LLC

City: _____ State: 2845 Meter Road Zip: _____

Telephone No.: _____ Jackson, MS. 39204

Permit No. (if applicable): #0020

I hereby certify that I am authorized to receive waste tires and that I have received the above indicated waste tires in Part I in accordance with that authorization.

Signed: K Nelse Date: 4-26-21

Collector/Processor/Disposer

Mississippi Department of Environmental Quality, Office of Pollution Control
P.O. Box 2261, Jackson, MS 39225

12/15

WHITE – GENERATOR'S COPY, YELLOW – TRANSPORTER/HAULER'S COPY, PINK – COLLECTOR/PROCESSOR/DISPOSER'S COPY

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
9287	MS TIRE RECYCLING, LLC	93443	06/07/2021	$2,500.00

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
04/29/2021	1447	WASTE TIRES	$2,500.00

Check Date
06/07/2021

Vendor Number **9287**

VOID AFTER 90 DAYS FROM ISSUE DATE

$2,500.00

*** Two Thousand Five Hundred Dollars And Zero Cents ***

Pay To
The
Order Of

9287
MS TIRE RECYCLING, LLC
ATTN: ROBERTA
2845 MYER ROAD
JACKSON, MS 39204-0000

VOID

Timothy A. Kelley

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

TheFirst FDIC
A NATIONAL BANKING ASSOCIATION

Account: PUB CKG 0001
Date: 6/28/2021

ENDORSE HERE
X

PAY TO THE ORDER OF
BANKPLUS
FOR DEPOSIT ONLY
MS TIRE RECYCLING LLC
FOR ACCOUNT DEPOSIT
442004014
FINANCIAL INSTITUTION
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

The security features listed below, as well as those not listed, exceed industry guidelines.

Microprint Border Line and Separator Lines: small type in lines appears as dotted lines when photocopied.

Chemically Sensitive Paper: stains or spots may appear with chemical alteration.

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.

® Padlock design is a certification mark of the Check Payment Systems Association

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
1-866-343-6477

Check Date 06/07/2021
093443
85-336/653

Vendor Number 9287

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Two Thousand Five Hundred Dollars And Zero Cents ***

$2,500.00

Security features Details on back.

Pay To The Order Of
9287
MS TIRE RECYCLING, LLC
ATTN: ROBERTA
2845 METER ROAD
JACKSON, MS 39204-0000

Timothy A Kelley

AUTHORIZED SIGNATURE

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTMENT
TIRE DISPOSAL FORM
South Barn

DATE 1-13-2021

WILLIAM WHEELER VERIFY THAT THESE TIRES

☑ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 9167-GRANGE STREET

CITY: BAY-ST LOUIS STATE: MISS ZIP 39520

TOTAL TIRES 25

PRINT NAME _____

SIGNATURE William W Wheeler

TELEPHONE # 228-304-7216

TAG # _____

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTMENT

TIRE DISPOSAL FORM

South Barn

DATE 1-15-21

I Jessie Woods VERIFY THAT THESE TIRES

☐ RESIDENCE ☑ BUSINESS

STREET ADDRESS: 5282 Kelly Rd.

CITY: Pearlington STATE: MS ZIP

TOTAL TIRES 92

PRINT NAME Jessie Woods

SIGNATURE Jessie Woods

TELEPHONE # 342-8502

TAG #

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTM IT

TIRE DISPOSAL FORM

South Barn

DATE 1-19

I Josh Strawb VERIFY THAT THESE TIRI CO

☑ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 7211 Union

CITY: Bay St. Louis STATE: ZIP

TOTAL TIRES 12

PRINT NAME Josh Strawb

SIGNATURE Josh Strawb

TELEPHONE # 228-342-7472

TAG #

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTMENT
TIRE DISPOSAL FORM
South Barn

DATE 1-28-2021

I Jacques Olivier VERIFY THAT THESE TIRE O

☑ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 109 Leonitana Ave

CITY: Bg St. Louis STATE: Ms ZIP

TOTAL TIRES 4

PRINT NAME Jacques Olivier

SIGNATURE Jacques C Olivier

TELEPHONE # 985 288 0572

TAG #

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTME T
TIRE DISPOSAL FORM
South Barn

DATE 2-8-21

I Mark A Baisdon VERIFY THAT THESE TIRE O

☐ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 17076 Birch Dr.

CITY: Pearlington STATE: MS ZIP 3957

TOTAL TIRES 8

PRINT NAME Mark A Baisdon

SIGNATURE Mark A Baisdon

TELEPHONE # 504 329 5070

TAG # _____

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTMENT

TIRE DISPOSAL FORM

South Barn

DATE 2/17/21

I _____ VERIFY THAT THESE TIRES

☑ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 6030 KELLAR ST.

CITY: PEARLINGTON STATE: MS ZIP

TOTAL TIRES 10

PRINT NAME JONATHAN COLLINS

SIGNATURE _____

TELEPHONE # 228-222-7226

TAG # 54VO

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTMENT

TIRE DISPOSAL FORM

South Barn

DATE 2-23-21

I _____ VERIFY THAT THESE TIRES

☑ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 3530

CITY: PORT STATE: MS ZIP 39

TOTAL TIRES 3

PRINT NAME CHUCK STORY

SIGNATURE Chuck Story

TELEPHONE # 216-213-1966

TAG # _____

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTMENT
TIRE DISPOSAL FORM
South Barn

DATE 3-4-21

_____ VERIFY THAT THESE TIRES CON

☐ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 6160 W Hinds St

CITY: BSL STATE: MS ZIP: 39

TOTAL TIRES 15

PRINT NAME Daniel Chauvin

SIGNATURE [signature]

TELEPHONE # 228-213-4690

TAG # _____

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTMENT
TIRE DISPOSAL FORM
South Barn

DATE 15 NOV 2021

I JOHN WEBB VERIFY THAT THESE TIRES COM

☒ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 106 MOLLIE DR

CITY: WAVELAND STATE: MS ZIP 3972

TOTAL TIRES 4

PRINT NAME JOHN WEBB

SIGNATURE [signature]

TELEPHONE 714-715-2498

TAG # KAE 2224

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTMI T

TIRE DISPOSAL FORM

South Barn

DATE _____

I _____ VERIFY THAT THESE TIRE O

☐ RESIDENCE ☑ BUSINESS

STREET ADDRESS: 748 Hillcrest DR

CITY: Bay St Louis STATE: MS ZIP 2

TOTAL TIRES 35

PRINT NAME David J Skinner

SIGNATURE _____

TELEPHONE # 228-342-8016

TAG # _____

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTME T
TIRE DISPOSAL FORM
South Barn

DATE 2/22/21

I Matthew Asher VERIFY THAT THESE TIRE O

☒ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 6021 FT AVE

CITY: PEARLINGTON STATE: MISS 39 ZIP

TOTAL TIRES 30

PRINT NAME MATTHEW ASHER

SIGNATURE Matthew Asher

TELEPHONE # 228-342-6016

TAG # AB-3213-B-10

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTME T

TIRE DISPOSAL FORM

South Barn

DATE 3/25/2021

I Brett Morreale VERIFY THAT THESE TIRE O

☐ RESIDENCE ☑ BUSINESS

STREET ADDRESS: 723 Faith St

CITY: Waveland STATE: MS ZIP 3957

TOTAL TIRES 12

PRINT NAME Brett Morreale

SIGNATURE

TELEPHONE # 228 495-4879

TAG #

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTMENT
TIRE DISPOSAL FORM

~~North~~ Barn
South

DATE 4/1/21

I Dan Jackson VERIFY THAT THESE TIRES COME FROM

☒ ~~RESIDENCE~~ ☐ BUSINESS

STREET ADDRESS: 10182 Bayou View Dr East

CITY: BSL STATE: MS ZIP: 39520

TOTAL TIRES 5

PRINT NAME _____

SIGNATURE _____

TELEPHONE # 985-518-0683

TAG # 1AC 0062

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTM IT

TIRE DISPOSAL FORM

South Barn

DATE 4-12-21

I [signature] VERIFY THAT THESE TIR CC

☐ RESIDENCE ☒ BUSINESS

STREET ADDRESS: 5200 Shipyard Rd

CITY: Lakeshore STATE: MS. ZI

TOTAL TIRES 22

PRINT NAME Nolan Townsend

SIGNATURE [signature]

TELEPHONE # 228-222-0589

TAG # A464191

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTMEI
TIRE DISPOSAL FORM
South Barn

DATE 4/9/21

I Kenneth Luther VERIFY THAT THESE TIRES H

☑ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 11028 Heron St.

CITY: BSL STATE: MS ZIP: 39

TOTAL TIRES 12

PRINT NAME Kenneth Luther

SIGNATURE

TELEPHONE # 662-308-1321

TAG # HBM55

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

HANCOCK COUNTY ROAD DEPARTMENT
TIRE DISPOSAL FORM
South Barn

DATE 3-30-21

I Nick Hansen VERIFY THAT THESE TIRES CO

☐ RESIDENCE ☐ BUSINESS

STREET ADDRESS: 215 1st Ave

CITY: ISC STATE: MS ZIP: 20

TOTAL TIRES 22

PRINT NAME Nick Hansen

SIGNATURE

TELEPHONE # 228-363-2647

TAG # KD2 1740

Attachment: 20210706 - MDEQ, Waste Tire Collection Program Reimbursement Request - signed (8377 : Approve Tire Grant WT621 Request For

ESC
Rev. 06/05/09 (Base)
Rev. 07/08/19 (This form)

CONSTRUCTION
ENGINEERING & INSPECTION SERVICES CONTRACT

Hancock County Safety Improvements Project
STP-0023-00(056)-LPA/106743-702000
Hancock County

THIS CONTRACT, is made and entered into by and between the Hancock County, a body Politic of the State of Mississippi (the "LPA"), and, James J. Chiniche, PA Inc. (the "CONSULTANT"), Incorporated, duly registered to do business in the State of Mississippi, whose address for mailing is 412 Hwy 90, Suite 4, Bay Saint Louis, MS 39520, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction *Engineering* services for ***Hancock County Safety Improvements Project*** which includes striping and edge of pavement improvements along Kiln-Waveland Cut-Off Road, Kiln-Delisle Road, Kapalama Drive, Old Kiln Road, Standard Dedeaux Road, V-Bar Road and Lower Bay Road, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform Engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all Engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction Engineering services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA,** and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction Engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) for each occurrence.

C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim; One Million Dollars ($1,000,000.00) annual aggregate.

D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

> *The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.*

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Hancock County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Hancock County , State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are 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 LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Eddie Favre
Hancock County
854 Hwy 90
Bay Saint louis, MS 39520
Phone: 228-467-0172
Fax: 228-466-5994
eddie.favre@co.hancock.ms.us

For Technical Matters:
Vic Johnson
Hancock County
854 Hwy 90
Bay Saint Louis, MS 39520
Phone: 228-466-0172
Fax: 228-466-5994
vic.johnson@co.hancock.ms.us

CONSULTANT:

For Contractual Matters:
Jason Chiniche
James J. Chiniche, PA Inc.
407 Hwy 90
Bay Saint Louis, MS 39520
Phone: 228-467-6755
Fax: 1-844-273-1291
jason@jjc-eng.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. #19732

For Technical Matters:
Jason Chiniche
James J. Chiniche, PA Inc.
407 Hwy 90
Bay Saint Louis, MS 39520
Phone: 228-467-6755
Fax: 1-844-273-1291
jason@jjc-eng.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 19732

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____ , 20___.

Hancock County

_____

Scotty Adam, Board President

WITNESS this my signature in execution hereof, this the ____ day of _____, 20___.

James J. Chiniche, PA, Inc.

BY:_____
Jason Chiniche

ATTEST:_____
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. {*This Exhibit was intentionally left blank*}
9. Prime Consultant EEV Certification and Agreement

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

EXHIBIT 1

EVIDENCE OF AUTHORITY

JAMES J. CHINICHE, P.A. Inc.

I, James J. Chiniche, President and Owner of James J. Chiniche, P.A. Inc., a corporation created and existing under the State of Mississippi, do hereby grant signing and authority to Jason Chiniche, Project Manager with James J. Chiniche, P.A. Inc.

Witness Date: 02/10/15

Witness Date: 2/10/15

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:
The Engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:
Construction Engineering services shall consist of all Engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The Engineer’s daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.

c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.

d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.

B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the LPA to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **$ 27,732.03** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

***The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the* CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT.** The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not

exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	Loaded Rate
Jason Chiniche, PE	Project Engineer	105.56
Nancy Hoezlel	Project Manager	63.64
	Inspector I	52.78
	CAD Technician	54.89
	Office Manager	50.67

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed $ 27,732.03 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
26,284.44	761.00	686.59	27,732.03

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH ____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED_____, 20__, AS RELATES TO
PROJECT NO. ___-___-____-____-____ IN_____ COUNTY, HIGHWAY_____.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* LABOR COSTS	$	$	$
** DIRECT COSTS	$	$	$
PROJECT TOTAL	$	$	$

AMOUNT DUE THIS INVOICE: **$**

NOTE:
1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay (in contract)	Current Period Hours	Previous Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			0.00	0.00

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of $100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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 purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: 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 (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding $100,000 and all sub-contractors shall certify and disclose accordingly.

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 20____.

James J. Chiniche, PA, Inc.

BY: _____
Jason Chiniche

ATTEST:_____

My Commission Expires: _____

Notary

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____day of _____, 20__.

Hancock County

_____

Scotty Adam, Board President

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

EXHIBIT 8

{Intentionally Left Blank}

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, 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), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA 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 LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

_____847544_____
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:_____ _____
Authorized Officer or Agent Date

__Jason Chiniche_____ _____Owner_____
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 _____ day of _____, 20____.

_____
NOTARY PUBLIC
My Commission Expires: _____

* 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.

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

Attachment: 20210706 - HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

Hancock County Safety Improvements

Prepared for:

Mississippi Department of Transportation

Project Number:

STP 0023-00(054) LPA 106743-702000

Hancock County , MS

Prepared by: James J. Chiniche, PA Inc.

Date Submitted:	*12.3.20*
Date Revised:	*5.28.21*

Attachment: Copy of HCBOS Safty 106743 011321 5.28.21 (9402 : Approve Construction Engineering & Inspection Services Contract)

Form CSD-612LPA
Rev. 1/2015

PROGRESS SCHEDULE

PROJECT NUMBER STP-0023-00(054)LPA / 106743 - 702000
COUNTY Hancock

WORK PHASE NO.	DESCRIPTION	LINE NUMBERS	YEAR 2020 JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	YEAR 2021 JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	
																					0		28				
1	Striping and Edge of Pavement Improvements																										

LET:	07/01/21
Anticipated NOA:	07/15/21
Anticipated NTP/BCT:	07/20/21
Working Days:	28

MONTH	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	172 WORKING DAYS PER YEAR
ANTICIPATED WORKING DAYS PER MONTH	6	7	11	15	19	20	21	21	20	16	11	5	6	7	11	15	19	20	21	21	20	16	11	5	

NOTE: THE ANTICIPATED WORKING DAYS SHOWN ON THIS SCHEDULE ARE INFORMATIONAL PURPOSES ONLY.
THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM CSD-765 SHALL GOVERN.

EVERYTHING ABOVE THIS ROW IS REQUIRED TO BE SUBMITTED AND APPROVED AS PART OF THE PRELIMINARY ENGINEERING CONTRACT.

EVERYTHING BELOW THIS ROW SHOULD BE ADDED TO THE APPROVED PROGRESS SCHEDULE AS PART OF THE CE&I CONTRACT.

	Startup	Closeout
Project Manager		
Project Engineer		
Inspector I		
CAD Technician		
Office Manager		

Attachment: Copy of HCBOS Safty Schedule 106743 011321 5.28.21 (9402 : Approve Construction

ESC
Rev. 06/05/09 (Base)
Rev. 07/08/19 (This form)

CONSTRUCTION
ENGINEERING & INSPECTION SERVICES CONTRACT

Hancock County Safety Improvements Project
STP-0023-00(056)-LPA/106743-702000
Hancock County

THIS CONTRACT, is made and entered into by and between the Hancock County, a body Politic of the State of Mississippi (the "LPA"), and, James J. Chiniche, PA Inc. (the "CONSULTANT"), Incorporated, duly registered to do business in the State of Mississippi, whose address for mailing is 412 Hwy 90, Suite 4, Bay Saint Louis, MS 39520, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction *Engineering* services for ***Hancock County Safety Improvements Project*** which includes striping and edge of pavement improvements along Kiln-Waveland Cut-Off Road, Kiln-Delisle Road, Kapalama Drive, Old Kiln Road, Standard Dedeaux Road, V-Bar Road and Lower Bay Road, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform Engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all Engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction Engineering services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA,** and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction Engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) for each occurrence.

C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim; One Million Dollars ($1,000,000.00) annual aggregate.

D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Hancock County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Hancock County , State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are 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 LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Eddie Favre
Hancock County
854 Hwy 90
Bay Saint louis, MS 39520
Phone: 228-467-0172
Fax: 228-466-5994
eddie.favre@co.hancock.ms.us

For Technical Matters:
Vic Johnson
Hancock County
854 Hwy 90
Bay Saint Louis, MS 39520
Phone: 228-466-0172
Fax: 228-466-5994
vic.johnson@co.hancock.ms.us

CONSULTANT:

For Contractual Matters:
Jason Chiniche
James J. Chiniche, PA Inc.
407 Hwy 90
Bay Saint Louis, MS 39520
Phone: 228-467-6755
Fax: 1-844-273-1291
jason@jjc-eng.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. #19732

For Technical Matters:
Jason Chiniche
James J. Chiniche, PA Inc.
407 Hwy 90
Bay Saint Louis, MS 39520
Phone: 228-467-6755
Fax: 1-844-273-1291
jason@jjc-eng.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 19732

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 6 day of July, 2021.

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Hancock County

Scotty Adam

Scotty Adam, Board President

WITNESS this my signature in execution hereof, this the ____ day of _____, 20___.

James J. Chiniche, PA, Inc.

BY:_____
Jason Chiniche

ATTEST:_____
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

EXHIBIT 1

EVIDENCE OF AUTHORITY

JAMES J. CHINICHE, P.A. Inc.

I, James J. Chiniche, President and Owner of James J. Chiniche, P.A. Inc., a corporation created and existing under the State of Mississippi, do hereby grant signing and authority to Jason Chiniche, Project Manager with James J. Chiniche, P.A. Inc.

Date: 02/10/15

Witness

Date: 2/10/15

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:
The Engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:
Construction Engineering services shall consist of all Engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The Engineer's daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:
Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:
Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.

c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.

d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.

B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the LPA to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of $ 27,732.03 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the **CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT.** The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not

exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	Loaded Rate
Jason Chiniche, PE	Project Engineer	105.56
Nancy Hoezlel	Project Manager	63.64
	Inspector I	52.78
	CAD Technician	54.89
	Office Manager	50.67

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed $ 27,732.03 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
26,284.44	761.00	686.59	27,732.03

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH ____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED_____, 20__, AS RELATES TO
PROJECT NO. ___-___-____-____-____ IN_____ COUNTY, HIGHWAY_____.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* LABOR COSTS	S	S	S
** DIRECT COSTS	S	S	S
PROJECT TOTAL	S	S	S

AMOUNT DUE THIS INVOICE: **$**

NOTE:
1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay (in contract)	Current Period Hours	Previous Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			0.00	0.00

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of $100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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 purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: 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 (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding $100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 20____.

James J. Chiniche, PA, Inc.

BY: _____
Jason Chiniche

ATTEST:_____

My Commission Expires: _____

Notary

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the 6 day of July, 2021

Hancock County

Scotty Adam

Scotty Adam, Board President

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

EXHIBIT 8

{Intentionally Left Blank}

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, 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), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA 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 LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

_____847544_____
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:_____ _____
Authorized Officer or Agent — Date

__Jason Chiniche_____ _____Owner_____
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 _____ day of _____, 20____.

_____
NOTARY PUBLIC
My Commission Expires: _____

* 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.

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

General

Order ID: 1266
Export ID:
Status: approved
Price: 19.08
Order date: Jun 28, 2021 03:01 PM
Transcation ID:
Payment handler:
Category: 990 Notices; 997 Public Notices
Package: Legal Advertising
Package type: hybrid
IP Address: 99.113.133.65

Contact

Hancock County Board of Supervisors
854 Highway 90 Suite A
Bay St. Louis, MS 39520
228-467-0172
Valerie.Fitts@co.hancock.ms.us

Schedule

June 2021

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2021

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Start date Jun 30, 2021 - 1 week run

Ad text

IN THE CHANCERY COURT OF HANCOCK COUNTY, MISSISSIPPI IN RE: VALIDATION OF $7,000,000 HANCOCK COUNTY, MISSISSIPPI GENERAL OBLIGATION BONDS, SERIES 2021 (THE "BONDS") NO: 23CH 1:21-cv-355-MA NOTICE TO TAXPAYERS TO: THE TAXPAYERS OF THE HANCOCK COUNTY, MISSISSIPPI You are hereby notified that the matter of the validation of the above-described obligation will be heard on the 9th day of July, 2021, at 9 o'clock a.m., in the Chancery Court of Hancock County, Mississippi, at the Hancock County Courthouse in the City of Bay St. Louis, Mississippi, at or before which time and date written objections to the validation of the issuance of said obligation, if any, must be filed. By order of the Chancellor, this the 28th day of June, 2021. TIMOTHY A. KELLAR CHANCERY CLERK HANCOCK COUNTY, MISSISSIPPI BY: LARRINELL SCARBOROUGH, D.C. 06/30/21

Fields

Ad text

IN THE CHANCERY COURT OF HANCOCK COUNTY, MISSISSIPPI IN RE: VALIDATION OF $7,000,000 HANCOCK COUNTY, MISSISSIPPI GENERAL OBLIGATION BONDS, SERIES 2021 (THE "BONDS") NO: 23CH 1:21-cv-355-MA NOTICE TO TAXPAYERS TO: THE TAXPAYERS OF THE HANCOCK COUNTY, MISSISSIPPI You are hereby notified that the matter of the validation of the above-described obligation will be heard on the 9th day of July, 2021, at 9 o'clock a.m., in the Chancery Court of Hancock County, Mississippi, at the Hancock County Courthouse in the City of Bay St. Louis, Mississippi, at or before which time and date written objections to the validation of the issuance of said obligation, if any, must be filed. By order of the Chancellor, this the 28th day of June, 2021. TIMOTHY A. KELLAR CHANCERY CLERK HANCOCK COUNTY,

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

MISSISSIPPI BY: LARRINELL SCARBOROUGH, D.C. 06/30/21

Comments

(none)

Online content

IN THE CHANCERY COURT OF HANCOCK COUNTY, MISSISSIPPI IN RE: VALIDATION OF $7,000,000 HANCOCK COUNTY, MISSISSIPPI GENERAL OBLIGATION BONDS, SERIES 2021 (THE "BONDS") NO: 23CH 1:21-cv-355-MA NOTICE TO TAXPAYERS TO: THE TAXPAYERS OF THE HANCOCK COUNTY, MISSISSIPPI You are hereby notified that the matter of the validation of the above-described obligation will be heard on the 9th day of July, 2021, at 9 o'clock a.m., in the Chancery Court of Hancock County, Mississippi, at the Hancock County Courthouse in the City of Bay St. Louis, Mississippi, at or before which time and date written objections to the validation of the issuance of said obligation, if any, must be filed. By order of the Chancellor, this the 28th day of June, 2021. TIMOTHY A. KELLAR CHANCERY CLERK HANCOCK COUNTY, MISSISSIPPI BY: LARRINELL SCARBOROUGH, D.C. 06/30/21

undefined

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

Preview

IN THE CHANCERY COURT OF HANCOCK COUNTY, MISSISSIPPI

IN RE: VALIDATION OF $7,000,000 HANCOCK COUNTY, MISSISSIPPI GENERAL OBLIGATION BONDS, SERIES 2021 (THE "BONDS")

NO: 23CH 1:21-cv-355-MA

NOTICE TO TAXPAYERS

TO: THE TAXPAYERS OF THE HANCOCK COUNTY, MISSISSIPPI

You are hereby notified that the matter of the validation of the

Attachment: 20210706 - Safety Improvements Project Contract - Chiniche - signed (9402 : Approve Construction Engineering & Inspection

STATE OF MISSISSIPPI
TATE REEVES
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

May 12, 2021

Hancock County Board of Supervisors
Attn: Scotty Adam, President
854 Highway 90
Bay St. Louis, MS 39250

Dear Mr. Adam:

Our Department has completed a favorable review of the solid waste assistance grant application for competitive funds submitted on behalf of the Hancock County Board of Supervisors. Based on this review, the County's grant request in the amount of **$43,275.00** has been preliminarily approved, subject to the full execution of a formal grant agreement. The terms of the grant agreement will include conditions for the *"Household Hazardous Waste Day Event"* proposed by the County.

The formal grant agreement is attached for the County's review and signature. **Please have your Board President sign the agreement and return it within 15 days of signature to Ms. Erika Andrews in our Contracts Department**. Please contact my office at (601) 961-5174 if you have any questions concerning your grant award.

Sincerely,

Tonisha Rogers
Tonisha Rogers, Coordinator
Grants/Management Support Branch

Enclosures

Attachment: Hancock Co BOS SWAC#674 (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021 HHWD)

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		ASSISTANCE ID NO. SWAC674
		DATE OF STAFF APPROVAL 05/12/2021
AGREEMENT TYPE		**RECIPIENT TYPE**
Cooperative Agreement		COUNTY
Grant Agreement	X	**TAX ID NO.**
Assistance Amendment		

RECIPIENT	**PROJECT MANAGER**
HANCOCK COUNTY BOARD OF SUPERVISORS 854 HIGHWAY 90 BAY ST. LOUIS, MS 39250	SCOTTY ADAM PRESIDENT
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P.O. BOX 2261 JACKSON, MS 39225-2261	**PROJECT MANAGER** TONISHA ROGERS COORDINATOR, GRANT MANAGEMENT PROGRAM
ASSISTANCE PROGRAM LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM	**STATUTORY AUTHORITY** SECTION 17-17-65, MS CODE ANN.

PROJECT TITLE AND DESCRIPTION

HOUSEHOLD HAZARDOUS WASTE DAY EVENT

PROJECT LOCATION **CITY** **COUNTY** HANCOCK **STATE** MS	**PROJECT PERIOD** The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than **DECEMBER 31, 2022**. **TOTAL PROJECT COST** **$43,275.00**

FUNDS	**Former Award**	**This Action**	**Amended Total**
MDEQ Amount This Action --Allocated (4049)		$ 18,843.00	
MDEQ Amount This Action-- Competitive (4050)		$ 24,432.00	
MDEQ Amount This Action-- Tire (4032)			
Recipient Contribution		$ 15,000.00	
Other Contribution			
Allowable Project Cost		$ 58,275.00	
APPROVED BUDGET			
Personnel			
Indirect			
Travel			
Equipment & Related Installation Costs			
Supplies			
Contractual			
Construction			
Other			
Total Charges		$ 43,275.00	

METHOD OF PAYMENT	
Advance	
Reimbursement	X

Attachment: Hancock Co BOS SWAC#674 (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021 HHWD)

SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Local Governments Solid Waste Assistance Grants Program)

Attachment: Hancock Co BOS SWAC#674 (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021 HHWD)

1. Method of Payment

Reimbursement shall be the method of payment. The Recipient shall submit the completed Attachment A - Request for Payment form and additional documentation for verification of the service or work performed or the purchases made, prior to payment being issued by the Mississippi Department of Environmental Quality (MDEQ). The Request for Payment forms and supporting documentation generally will be submitted to MDEQ on a quarterly basis or as funds are otherwise expended and shall include a report of activities to date, (i.e., unauthorized dump sites cleaned, wastes disposed, HHW collected, hours worked, etc.). The Recipient shall submit a Request for Payment for eligible program activities performed through June 30 of each year (the end of the state fiscal year) no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the Recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the Recipient's approved grant application, incorporated herein by reference. This clause shall supercede Clause 5, Method of Payment of the Standard Terms and Conditions.

2. Grant Administration Costs

Under the terms of state law, the Recipient is eligible to use up to three percent (3%) of funds provided through this grant to defray the costs of administration of the grant. No Request for Payment will be processed for grant administration costs that total more than 3% of the grant award.

3. Clean-Up Projects - Responsible Party Obligations

For grant projects involving the clean-up or abatement of an unauthorized dump(s), the Recipient shall make a reasonable effort to determine the person(s) responsible for creating or causing the unauthorized dumping. If the responsible persons are determined, the Recipient shall make a reasonable effort to require that person to clean up the property before expending any funds from this grant award to clean up the property. If the Recipient is unable to locate the person responsible for creating the dump or if the Recipient determines that person is financially or otherwise incapable of cleaning up the property, the Recipient may use the funds from the grant award to clean-up the property. Upon completion of the clean-up and the determination of the costs of the clean-up, the Recipient shall make a reasonable effort to recover any funds expended from the responsible person.

4. **Solid Waste Enforcement Officer Projects**

For projects that involve the employment of a local solid waste enforcement officer, the Recipient agrees to provide MDEQ with the following information, upon the selection or designation of the enforcement officer:

a) Name, address, telephone number, fax number, and, e-mail address for the enforcement officer(s);

b) Detailed description of the duties and responsibilities for the enforcement officer(s).

Should the enforcement officer(s) be replaced or should the officer's information change, the Recipient shall provide an update to the information described above upon selection of the replacement or upon change in the information.

The Recipient further agrees that the enforcement officer shall be required to investigate local solid waste complaint related matters, which may be directed to the enforcement officer by MDEQ or through direct public complaints. The Recipient also agrees that the Recipient and the officer employed will adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

5. **Household Hazardous Waste Collection Project (HHW)**

For projects that involve conducting a household hazardous waste (HHW) collection event, the Recipient shall conduct the HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program."

The Recipient shall provide to MDEQ a comprehensive summary report following the HHW collection day event which would include, at a minimum, the following:

a) Description of the public notification efforts for the event;

b) Amounts of waste collected, by type;

c) Cost summary;

d) Number of residents participating in the HHW collection day event.

e) A summary of any special issues or needs identified in the event.

The Recipient shall ensure that all hazardous materials collected are managed and disposed by qualified contractor(s) who are properly licensed and approved by all applicable regulatory agencies to manage the hazardous materials.

Attachment: Hancock Co BOS SWAC#674 (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021 HHWD)

6. Disposal of Wastes

The final disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a legitimate recycling facility where feasible, to a permitted solid waste landfill, or to a permitted rubbish landfill, where appropriate. Other types of authorized disposal facilities may be considered on a case by case basis. In limited circumstances and where conditions warrant, the Recipient, upon concurrence from MDEQ, may abate an unauthorized dump by on-site burial of such wastes as allowed by state law. Such on-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

Attachment: Hancock Co BOS SWAC#674 (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021 HHWD)

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Workplan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

Attachment: Hancock Co BOS SWAC#674 (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021 HHWD)

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

Attachment: Hancock Co BOS SWAC#674 (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021 HHWD)

12. Gratuities

A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.

B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.

B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

Attachment: Hancock Co BOS SWAC#674 (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021 HHWD)

15. Assurances

The Recipient certifies that:

A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.

B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.

C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.

E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;

2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;

3. Wholly or partly suspend or terminate the current award for the Recipient's program.

Attachment: Hancock Co BOS SWAC#674 (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021 HHWD)

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available.

B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.

C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension of termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and

2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or

B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Counterparts

This agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

Attachment: Hancock Co BOS SWAC#674 (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021 HHWD)

19. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to **HANCOCK COUNTY BOARD OF SUPERVISORS** for all approved costs incurred up to and not exceeding **$43,275.00** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for the **HOUSEHOLD HAZARDOUS WASTE DAY EVENT.**

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

_____ _____

Chris Wells
Executive Director

Date

HANCOCK COUNTY BOARD OF SUPERVISORS

_____ _____

Authorized Signature

Date

_____

Typed/Printed Name

_____

Title

Attachment: Hancock Co BOS SWAC#674 (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021 HHWD)

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No._____

Address _____ Person preparing report:_____

_____ Telephone number:_____

_____ Request period: From_____To_____

1: Amount of this payment request: $_____

2. Total amount of grant: $_____

3. Total prior payments approved: $_____

4. Total funds requested to date (*line 1 plus line 3*): $_____

5. Balance of grant funds remaining after this request (*line 2 minus line 4*) $_____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: $_____

7. Amount contributed by recipient to date: $_____

8. Balance to be contributed by recipient (*line 6 minus line 7*): $_____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

_____
Signature of Authorized Official

_____
Typed Name and Title of Authorized Official

_____
Date

Attachment: Hancock Co BOS SWAC#674 (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021 HHWD)

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number **SWAC674**

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **HANCOCK COUNTY BOARD OF SUPERVISORS** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of $_____, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

HANCOCK COUNTY BOARD OF SUPERVISORS

_____

Authorized Signature

Attachment: Hancock Co BOS SWAC#674 (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021 HHWD)

STATE OF MISSISSIPPI
TATE REEVES
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

May 12, 2021

Hancock County Board of Supervisors
Attn: Scotty Adam, President
854 Highway 90
Bay St. Louis, MS 39250

Dear Mr. Adam:

Our Department has completed a favorable review of the solid waste assistance grant application for competitive funds submitted on behalf of the Hancock County Board of Supervisors. Based on this review, the County's grant request in the amount of **$43,275.00** has been preliminarily approved, subject to the full execution of a formal grant agreement. The terms of the grant agreement will include conditions for the *"Household Hazardous Waste Day Event"* proposed by the County.

The formal grant agreement is attached for the County's review and signature. **Please have your Board President sign the agreement and return it within 15 days of signature to Ms. Erika Andrews in our Contracts Department**. Please contact my office at (601) 961-5174 if you have any questions concerning your grant award.

Sincerely,

Tonisha Rogers
Tonisha Rogers, Coordinator
Grants/Management Support Branch

Enclosures

Attachment: 20210706 - Hancock Co BOS SWAC#674 - signed (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		ASSISTANCE ID NO. SWAC674
		DATE OF STAFF APPROVAL 05/12/2021
AGREEMENT TYPE		**RECIPIENT TYPE**
Cooperative Agreement		COUNTY
Grant Agreement	X	**TAX ID NO.**
Assistance Amendment		

RECIPIENT	**PROJECT MANAGER**
HANCOCK COUNTY BOARD OF SUPERVISORS 854 HIGHWAY 90 BAY ST. LOUIS, MS 39250	SCOTTY ADAM PRESIDENT
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P.O. BOX 2261 JACKSON, MS 39225-2261	**PROJECT MANAGER** TONISHA ROGERS COORDINATOR, GRANT MANAGEMENT PROGRAM
ASSISTANCE PROGRAM LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM	**STATUTORY AUTHORITY** SECTION 17-17-65, MS CODE ANN.

PROJECT TITLE AND DESCRIPTION

HOUSEHOLD HAZARDOUS WASTE DAY EVENT

PROJECT LOCATION **CITY** **COUNTY** HANCOCK **STATE** MS	**PROJECT PERIOD** The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than **DECEMBER 31, 2022**. **TOTAL PROJECT COST** **$43,275.00**

FUNDS	**Former Award**	**This Action**	**Amended Total**
MDEQ Amount This Action --Allocated (4049)		$ 18,843.00	
MDEQ Amount This Action-- Competitive (4050)		$ 24,432.00	
MDEQ Amount This Action-- Tire (4032)			
Recipient Contribution		$ 15,000.00	
Other Contribution			
Allowable Project Cost		$ 58,275.00	
APPROVED BUDGET			
Personnel			
Indirect			
Travel			
Equipment & Related Installation Costs			
Supplies			
Contractual			
Construction			
Other			
Total Charges		$ 43,275.00	

METHOD OF PAYMENT	
Advance	
Reimbursement	X

Attachment: 20210706 - Hancock Co BOS SWAC#674 - signed (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021

Attachment: 20210706 - Hancock Co BOS SWAC#674 - signed (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021

SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Local Governments Solid Waste Assistance Grants Program)

1. **Method of Payment**

Reimbursement shall be the method of payment. The Recipient shall submit the completed Attachment A - Request for Payment form and additional documentation for verification of the service or work performed or the purchases made, prior to payment being issued by the Mississippi Department of Environmental Quality (MDEQ). The Request for Payment forms and supporting documentation generally will be submitted to MDEQ on a quarterly basis or as funds are otherwise expended and shall include a report of activities to date, (i.e., unauthorized dump sites cleaned, wastes disposed, HHW collected, hours worked, etc.). The Recipient shall submit a Request for Payment for eligible program activities performed through June 30 of each year (the end of the state fiscal year) no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the Recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the Recipient's approved grant application, incorporated herein by reference. This clause shall supercede Clause 5, Method of Payment of the Standard Terms and Conditions.

2. **Grant Administration Costs**

Under the terms of state law, the Recipient is eligible to use up to three percent (3%) of funds provided through this grant to defray the costs of administration of the grant. No Request for Payment will be processed for grant administration costs that total more than 3% of the grant award.

3. **Clean-Up Projects - Responsible Party Obligations**

For grant projects involving the clean-up or abatement of an unauthorized dump(s), the Recipient shall make a reasonable effort to determine the person(s) responsible for creating or causing the unauthorized dumping. If the responsible persons are determined, the Recipient shall make a reasonable effort to require that person to clean up the property before expending any funds from this grant award to clean up the property. If the Recipient is unable to locate the person responsible for creating the dump or if the Recipient determines that person is financially or otherwise incapable of cleaning up the property, the Recipient may use the funds from the grant award to clean-up the property. Upon completion of the clean-up and the determination of the costs of the clean-up, the Recipient shall make a reasonable effort to recover any funds expended from the responsible person.

Attachment: 20210706 - Hancock Co BOS SWAC#674 - signed (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021

4. **Solid Waste Enforcement Officer Projects**

For projects that involve the employment of a local solid waste enforcement officer, the Recipient agrees to provide MDEQ with the following information, upon the selection or designation of the enforcement officer:

a) Name, address, telephone number, fax number, and, e-mail address for the enforcement officer(s);

b) Detailed description of the duties and responsibilities for the enforcement officer(s).

Should the enforcement officer(s) be replaced or should the officer's information change, the Recipient shall provide an update to the information described above upon selection of the replacement or upon change in the information.

The Recipient further agrees that the enforcement officer shall be required to investigate local solid waste complaint related matters, which may be directed to the enforcement officer by MDEQ or through direct public complaints. The Recipient also agrees that the Recipient and the officer employed will adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

5. **Household Hazardous Waste Collection Project (HHW)**

For projects that involve conducting a household hazardous waste (HHW) collection event, the Recipient shall conduct the HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program."

The Recipient shall provide to MDEQ a comprehensive summary report following the HHW collection day event which would include, at a minimum, the following:

a) Description of the public notification efforts for the event;

b) Amounts of waste collected, by type;

c) Cost summary;

d) Number of residents participating in the HHW collection day event.

e) A summary of any special issues or needs identified in the event.

The Recipient shall ensure that all hazardous materials collected are managed and disposed by qualified contractor(s) who are properly licensed and approved by all applicable regulatory agencies to manage the hazardous materials.

6. **Disposal of Wastes**

The final disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a legitimate recycling facility where feasible, to a permitted solid waste landfill, or to a permitted rubbish landfill, where appropriate. Other types of authorized disposal facilities may be considered on a case by case basis. In limited circumstances and where conditions warrant, the Recipient, upon concurrence from MDEQ, may abate an unauthorized dump by on-site burial of such wastes as allowed by state law. Such on-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

Attachment: 20210706 - Hancock Co BOS SWAC#674 - signed (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Workplan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

Attachment: 20210706 - Hancock Co BOS SWAC#674 - signed (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

Attachment: 20210706 - Hancock Co BOS SWAC#674 - signed (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021

12. Gratuities

A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.

B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.

B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

Attachment: 20210706 - Hancock Co BOS SWAC#674 - signed (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021

15. Assurances

The Recipient certifies that:

A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.

B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.

C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.

E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;

2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;

3. Wholly or partly suspend or terminate the current award for the Recipient's program.

Attachment: 20210706 - Hancock Co BOS SWAC#674 - signed (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available.

B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.

C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension of termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and

2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or

B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Counterparts

This agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

Attachment: 20210706 - Hancock Co BOS SWAC#674 - signed (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021

19. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to **HANCOCK COUNTY BOARD OF SUPERVISORS** for all approved costs incurred up to and not exceeding **$43,275.00** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for the **HOUSEHOLD HAZARDOUS WASTE DAY EVENT.**

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

HANCOCK COUNTY BOARD OF SUPERVISORS

Scott Adam
Authorized Signature

7/6/2021
Date

Scotty Adam
Typed/Printed Name

Board President
Title

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: 20210706 - Hancock Co BOS SWAC#674 - signed (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No._____

Address _____ Person preparing report:_____

_____ Telephone number:_____

_____ Request period: From_____To_____

1: Amount of this payment request: $_____

2. Total amount of grant: $_____

3. Total prior payments approved: $_____

4. Total funds requested to date (*line 1 plus line 3*): $_____

5. Balance of grant funds remaining after this request (*line 2 minus line 4*) $_____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: $_____

7. Amount contributed by recipient to date: $_____

8. Balance to be contributed by recipient (*line 6 minus line 7*): $_____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

_____
Signature of Authorized Official

_____
Typed Name and Title of Authorized Official

_____
Date

Attachment: 20210706 - Hancock Co BOS SWAC#674 - signed (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number **SWAC674**

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **HANCOCK COUNTY BOARD OF SUPERVISORS** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of $_____, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

HANCOCK COUNTY BOARD OF SUPERVISORS

_____

Authorized Signature

Attachment: 20210706 - Hancock Co BOS SWAC#674 - signed (9426 : Authorize Board President to sign the MDEQ Grant Agreement for FY2021

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

STEPHEN C. McCRANEY
EXECUTIVE DIRECTOR

June 7, 2021

Maureen Anderson
Hancock County BOS
854 Highway 90, Suite A, Room 125
Bay St. Louis, MS 39520

Dear Ms. Anderson:

SUBJECT: FEMA-4576-DR-MS, HANCOCK COUNTY BOS, FIPS# 045-99045-00
Obligation Notification
Project Worksheet (PW) No: **00047(0)**
Obligated Amt: $120,777.04
New PW Total: $120,777.04

The Federal Emergency Management Agency (FEMA) recently obligated one or more of your Project Worksheets; a copy is attached. This/these PW(s) and related documents describe the scope of work and funding amount obligated for disaster damages as a result of the declared event. Please compare each attached obligated PW with the previously provided Project Worksheet for the change(s) made during FEMA's review.

In accordance with Title 44 Code of Federal Regulations Section 206.206, you have the right to appeal any FEMA determination. The appeal must be submitted in writing within 60 days of FEMA's determination, contain documentation supporting your position, and include a statement regarding the amount of funds in dispute. The appeal must also cite the applicable provisions of the Federal law, regulation and/or policy with which you believe FEMA's determination is inconsistent. The appeal must be processed through the Mississippi Emergency Management Agency and should be sent to the following address:

Mr. Stephen C. McCraney, Executive Director
Mississippi Emergency Management Agency
P. O. Box 5644
Pearl, MS 39288
Attention: John M. "Mike" Siler, Office of Public Assistance

Attachment: PW 47 Obligation (8361 : Spread Zeta Project Obligations for all Emergency Protective Measure Operations)

As the recipient of public funds, you are subject to an audit by the State of Mississippi and the Department of Homeland Security (DHS) Office of the Inspector General (OIG) for any and all projects funded by MEMA and FEMA. You must therefore maintain accurate records of disaster costs for a period of three years from the date your application has been closed.

If you have any questions or require further information, please contact Diane Sager, Bureau Director at 228-234-4835.

Sincerely,

John M. "Mike" Siler
Director, Office of Public Assistance

Enclosure

Attachment: PW 47 Obligation (8361 : Spread Zeta Project Obligations for all Emergency Protective Measure Operations)

PA-04-MS-4576-PW-00047(0) P	
Applicant Name:	Application Title:
HANCOCK (COUNTY)	172598 - APP CERT Emergency Protective Measures
Period of Performance Start:	Period of Performance End:
12-31-2020	06-30-2021

Bundle Reference # (Amendment #)	Date Awarded
PA-04-MS-4576-PW-00047(107)	06-05-2021

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER					PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4576	-	DR	-MS	172598	045-99045-00	04-12-2021	B

APPLICANT: HANCOCK (COUNTY)	WORK COMPLETE AS OF: 04-12-2021 : 100 %

Site 1 of 3

DAMAGED FACILITY: Damage # 440106; Emergency Protective Measures (Force Account Equipment)	COUNTY: Hancock

LOCATION: PA-04-MS-4576-PW-00047(0): 18335 Hwy 603 Kiln, MS 39556 Current Version:	LATITUDE: 30.437094	LONGITUDE: -89.433316

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-04-MS-4576-PW-00047(0):
The Disaster #4576DR, which occurred between 10/28/2020 and 10/29/2020 , caused:

Damage # 440106; Emergency Protective Measures (Force Account Equipment)

During the incident period of 10/28/2020 through 10/29/2020, Hurricane Zeta created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

Provided Emergency Access for debris cut and push clearing from major and rural roadways disabling travel for all emergency personnel, residents, and workers at Hancock County from 10/26/2020 to 12/23/2020.

Provided Security for community safety, communications, and unsafe locations until they can be repaired or inspected at Hancock County from 10/26/2020 to 11/7/2020.

Provided Placing Barricades for Safety for unsafe locations at Hancock County from 10/26/2020 to 11/7/2020.

Provided Emergency Operations Center for emergency management activate for 24-hour operations, event information and meetings at 18335 Hwy 603 Kiln, MS 39556, (GPS: 30.437094, -89.433316) from 10/26/2020 to 11/7/2020.

Current Version:

SCOPE OF WORK:

PA-04-MS-4576-PW-00047(0):
440106 Force Account Equipment

Work Completed

The applicant utilized force account equipment for the Emergency Protective Measures to Hancock County.

The cost share for this project is 75%. Work Completed between 10/26/2020 and 12/23/2020.

Attachment: PW 47 Obligation (8361 : Spread Zeta Project Obligations for all Emergency Protective Measure Operations)

Hancock County:

A. Applicant provided Emergency Access for debris cut and push clearing from major and rural roadways disabling travel for all emergency personnel, residents, and workers at Hancock County from 10/26/2020 to 12/23/2020.

B. Applicant provided Security for community safety, communications, and unsafe locations until they can be repaired or inspected at Hancock County from 10/26/2020 to 11/7/2020.

C. Applicant provided Placing Barricades for Safety for unsafe locations at Hancock County from 10/26/2020 to 11/7/2020.

D. Applicant provided Emergency Operations Center for for emergency management activate for 24-hour operations, event information and meetings at 18335 Hwy 603 Kiln, MS 39556, (GPS: 30.437094, -89.433316) from 10/26/2020 to 11/7/2020.

Work Completed:

1. Force Account Equipment: 2,755.75 hours - $96,106.42

Work Completed Total: $96,106.42

Scope Notes:

1. This DI only claimed the Force Account Equipment hours related to the project.

2. All costs associated with this DI have been validated. Please see document labeled: 172598 - DR4576 - MS - Validation Summary Rev.xlsx; 172598 - DR4576 - MS - FAL and FAE issues Email Response.pdf

3. The generators used are fixed with exception of one small portable generator that was used at the North Maintenance Barn to run the gas pumps & it was placed on a gravel area. There was no ground disturbance associated with placing the generator. See attachment labeled: 172598 - DR4576 - MS - Generators Email Response.pdf

Project Notes:

1. The DDD, Scope and Cost have been developed using Small Project Certification forms. All documentation used to review this project has been specified in Grants Manager.

2. Project includes actions and activities related to cut and toss road clearing from right of way, security, placing barricades at unsafe locations and emergency operations center.

3. Total project cost decreased by $280.45. Chainsaw supplies cost has been disallowed because the equipment rates include maintenance costs, a mechanic's labor costs to maintain Applicant-owned equipment are ineligible. Please see document labeled: 172598 - DR4576 - MS - Validation Summary Rev.xlsx

4. Pay Policy has been provided and reviewed. Attachment labeled: Handbook - FINAL - Accepted July 13, 2016.pdf

Current Version:

Site 2 of 3

DAMAGED FACILITY: Damage # 440107; Emergency Protective Measures (Force Account Labor)	COUNTY: Hancock	
LOCATION: PA-04-MS-4576-PW-00047(0): 18335 Hwy 603 Kiln, MS 39556 Current Version:	LATITUDE: 30.437094	LONGITUDE: -89.433316

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-04-MS-4576-PW-00047(0):
Damage # 440107; Emergency Protective Measures (Force Account Labor)

During the incident period of 10/28/2020 through 10/29/2020, Hurricane Zeta created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

Provided Emergency Access for debris cut and push clearing from major and rural roadways disabling travel for all emergency personnel, residents, and workers at Hancock County from 10/26/2020 to 12/23/2020.

Provided Emergency Operations Center for emergency management activate for 24-hour operations, event information, and meetings at 18335

Attachment: PW 47 Obligation (8361 : Spread Zeta Project Obligations for all Emergency Protective Measure Operations)

Hwy 603 Kiln, MS 39556, (GPS: 30.437094, -89.433316) from 10/26/2020 to 11/7/2020.

Provided Placing Barricades for Safety for unsafe locations at Hancock County from 10/26/2020 to 11/7/2020.

Provided Security for community safety, communications, and unsafe locations until they can be repaired or inspected at Hancock County from 10/26/2020 to 11/7/2020.

Current Version:

SCOPE OF WORK:

PA-04-MS-4576-PW-00047(0):
440107 Force Account Labor

Work Completed

The applicant utilized force account labor for the Emergency Protective Measures to Hancock County.

The cost share for this project is 75%. Work Completed between 10/26/2020 and 12/23/2020.

Hancock County:

A. Applicant provided Emergency Access for debris cut and push clearing from major and rural roadways disabling travel for all emergency personnel, residents, and workers at Hancock County from 10/26/2020 to 12/23/2020.

B. Applicant provided Security for community safety, communications, and unsafe locations until they can be repaired or inspected at Hancock County from 10/26/2020 to 11/7/2020.

C. Applicant provided Placing Barricades for Safety for unsafe locations at Hancock County from 10/26/2020 to 11/7/2020.

D. Applicant provided Emergency Operations Center for emergency management activate for 24-hour operations, event information and meetings at 18335 Hwy 603 Kiln, MS 39556, (GPS: 30.437094, -89.433316) from 10/26/2020 to 11/7/2020.

Work Completed:

1. Force Account Labor (Overtime): 472.75 hours - $14,888.94

Work Completed Total: $14,888.94

Scope Notes:

1. This DI only claimed the Force Account Labor hours related to the project.

Current Version:

Site 3 of 3

DAMAGED FACILITY:	COUNTY: Hancock
Damage # 440108; Emergency Protective Measures (FA Equipment Repairs Needed)	

LOCATION:	LATITUDE:	LONGITUDE:
PA-04-MS-4576-PW-00047(0): Hancock County Current Version:		

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-04-MS-4576-PW-00047(0):
Damage # 440108; Emergency Protective Measures (FA Equipment Repairs Needed)

During the incident period of 10/28/2020 through 10/29/2020, Hurricane Zeta created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

Provided Emergency Access for debris cut and push clearing from major and rural roadways disabling travel for all emergency personnel, residents, and workers at Hancock County from 10/26/2020 to 12/23/2020.

Current Version:

SCOPE OF WORK:

Attachment: PW 47 Obligation (8361 : Spread Zeta Project Obligations for all Emergency Protective Measure Operations)

PA-04-MS-4576-PW-00047(0):
440108 FA Equipment Repairs Needed

Work Completed

The applicant utilized materials and rented equipment for the Emergency Protective Measures to Hancock County.

The cost share for this project is 75%. Work Completed between 10/26/2020 and 12/23/2020.

Hancock County:

A. Applicant provided Emergency Access for debris cut and push clearing from major and rural roadways disabling travel for all emergency personnel, residents, and workers at Hancock County from 10/26/2020 to 12/23/2020.

Work Completed:

1. Materials: $2,633.96

2. Rented Equipment: $7,147.72

Work Completed Total: $9,781.68

Scope Notes:

1. This DI only claimed the materials and equipment parts purchased related to the project.

2. All costs associated with this DI have been validated. Please see document labeled: 172598 - DR4576 - MS - Validation Summary Rev.xlsx; 172598 - DR4576 - MS - FAL and FAE issues Email Response.pdf

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☑ No	Special Considerations included? ☐ Yes ☑ No
Hazard Mitigation proposal included? ☐ Yes ☑ No	Is there insurance coverage on this facility? ☐ Yes ☑ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9008	Equipment	1/LS	$ 96,106.42	$ 96,106.42
2	9007	Labor	1/LS	$ 14,888.94	$ 14,888.94
3	9009	Material	1/LS	$ 2,633.96	$ 2,633.96
4	9004	Rented Equipment	1/LS	$ 7,147.72	$ 7,147.72
				TOTAL COST	$ 120,777.04

PREPARED BY Mal J Hooker	TITLE PDMG	SIGNATURE
APPLICANT REP. Maureen Anderson	TITLE Grant Administrator	SIGNATURE

Applicant Copy

Attachment: PW 47 Obligation (8361 : Spread Zeta Project Obligations for all Emergency Protective Measure Operations)

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

STEPHEN C. McCRANEY
EXECUTIVE DIRECTOR

June 18, 2021

Maureen Anderson
Hancock County BOS
854 Highway 90, Suite A, Room 125
Bay St. Louis, MS 39520

Dear Ms. Anderson:

SUBJECT: **FEMA-4576-DR-MS, HANCOCK COUNTY BOS, FIPS# 045-99045-00**
Obligation Notification
Project Worksheet (PW) No: **00184(0)**
Obligated Amt: $4,521.36
New PW Total: $4,521.36

The Federal Emergency Management Agency (FEMA) recently obligated one or more of your Project Worksheets; a copy is attached. This/these PW(s) and related documents describe the scope of work and funding amount obligated for disaster damages as a result of the declared event. Please compare each attached obligated PW with the previously provided Project Worksheet for the change(s) made during FEMA's review.

In accordance with Title 44 Code of Federal Regulations Section 206.206, you have the right to appeal any FEMA determination. The appeal must be submitted in writing within 60 days of FEMA's determination, contain documentation supporting your position, and include a statement regarding the amount of funds in dispute. The appeal must also cite the applicable provisions of the Federal law, regulation and/or policy with which you believe FEMA's determination is inconsistent. The appeal must be processed through the Mississippi Emergency Management Agency and should be sent to the following address:

Mr. Stephen C. McCraney, Executive Director
Mississippi Emergency Management Agency
P. O. Box 5644
Pearl, MS 39288
Attention: John M. "Mike" Siler, Office of Public Assistance

Attachment: Project Obligation PW184 (8379 : Spread Zeta Project Obligations for Hancock County Courthouse Slate Roof Repairs)

PA-04-MS-4576-PW-00184(0) P	
Applicant Name:	Application Title:
HANCOCK (COUNTY)	173023 - Court House Slate Roof Damage
Period of Performance Start:	Period of Performance End:
12-31-2020	06-30-2022

Bundle Reference # (Amendment #)	Date Awarded
PA-04-MS-4576-PW-00184(131)	06-17-2021

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER					PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4576	-	DR	-MS	173023	045-99045-00	06-11-2021	E

APPLICANT: HANCOCK (COUNTY)	WORK COMPLETE AS OF: 06-11-2021 : 0 %
Site 1 of 1	
DAMAGED FACILITY: Damage #440117; Court house	COUNTY: Hancock

LOCATION:	LATITUDE:	LONGITUDE:
PA-04-MS-4576-PW-00184(0): 152 MAIN ST., BAY ST. LOUIS, Mississippi 39520 Current Version:	30.31096	-89.32832

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-04-MS-4576-PW-00184(0):
The Disaster #4576DR, which occurred between 10/28/2020 and 10/29/2020 , caused:

Damage #440117; Court house

General Facility Information:

Facility Type: Building

Building Type: Courthouse

Facility: Hancock Co Courthouse

Facility Description: Brick structure covered in stucco

Year Built: 1911

Location Description: 152 Main St, Bay St. Louis, Ms
GPS Latitude/Longitude: 30.31096, -89.32832

Number of Stories: 2

General Damage Information:

Date Damaged: 10/28/2020

Cause of Damage: Hurricane Zeta

Building Damage:

Courthouse:
Building Exterior, 50 each of slate roof shingles, 16 IN long x 12 IN wide x 0.25 IN thick, hurricane winds blew shingles off the roof, 0% work completed.

Attachment: Project Obligation PW184 (8379 : Spread Zeta Project Obligations for Hancock County Courthouse Slate Roof Repairs)

Building Interior, 1 each of breakroom wall stucco, 6 FT long x 8 FT high x 1 IN thick, water intrusion into the structure rain down the wall and caused a large section of the wall stucco, 0% work completed.

Building Interior, 10 each of acoustic ceiling tiles, 24 IN long x 24 IN wide, hurricane rains breached the structure and ran down into the ceiling tiles damaging them, 0% work completed.

Building Interior, 1 each of main office wall stucco, 8 FT long x 14 FT high x 1 IN thick, hurricane rains breached the structure and got behind the stucco causing it to separate from the wall and bulg, 0% work completed.

Current Version:

SCOPE OF WORK:

PA-04-MS-4576-PW-00184(0):
440117 Court house
DI # 440117

Work to be Completed
The applicant will utilize force accounts and contracts for repairs to Hancock County Courthouse to restore this facility in-kind, back to its pre-disaster design, function, and capacity within the existing footprint.

(30.31096, -89.32832)
1. Replace 50 each of slate roof shingles, 16 IN long x 12 IN wide x 0.25 IN thick
2. Replace 1 each of breakroom wall stucco, 6 FT long x 8 FT high x 1 IN thick
3. Remove and replace 10 each of acoustic ceiling tiles, 24 IN long x 24 IN wide
4. Replace 1 each of main office wall stucco, 8 FT long x 14 FT high x 1 IN thick, hurricane rains.

Work to be Completed Total: $ 4,521.36

Project Notes:
1. All estimates for work to be completed were generated utilizing the provided insurance adjuster estimate that aligns with the FEMA DDD. Please see attachment document labeled: 173203 – DR4576MS - Cost Estiamte.xlsx.

2. Applicant will comply with its local, state, federal procurement laws, regulations, and procedures.

3. Coordinates for damaged facilities were checked for accuracy.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☑ No	Special Considerations included? ☑ Yes ☐ No
Hazard Mitigation proposal included? ☐ Yes ☑ No	Is there insurance coverage on this facility? ☑ Yes ☐ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9001	Contract	1/LS	$ 4,521.36	$ 4,521.36
				TOTAL COST	$ 4,521.36

PREPARED BY Mal J Hooker	TITLE PDMG	SIGNATURE
APPLICANT REP. Maureen Anderson	TITLE Grant Administrator	SIGNATURE

Applicant Copy

Attachment: Project Obligation PW184 (8379 : Spread Zeta Project Obligations for Hancock County Courthouse Slate Roof Repairs)

State of Mississippi
TATE REEVES
Governor
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
STEPHEN C. McCRANEY
EXECUTIVE DIRECTOR

6/7/21

Maureen Anderson, Grant Administrator
Eddie Favre, County Administrator
Hancock County Board of Supervisors
854 Highway 90, STE A
Bay St. Louis, MS 39520

Subject: FEMA-4528-DR-MS, Hancock County Board of Supervisors
Project Eligibility Status – DM-PRJ-15673
Public Assistance Eligibility Determination Memorandum

Dear Hancock County Board of Supervisors,

FEMA has issued a determination memorandum (DM), DM-PRJ-15673 (DM Number), regarding your FEMA Public Assistance Program grant project worksheet 164621 application for FEMA-4528-DR-MS, COVID-19 Pandemic. FEMA indicates that based on your submittal, you are not eligible for all or part this Grant; therefore, all or part of your application is denied.

Please review the attached determination very carefully. In accordance with Title 44 Code of Federal Regulations section 206.206[1], you have the right to appeal this decision. The appeal must at a minimum:

1) Contain documented justification supporting the applicant's position;
2) Specify the monetary figure in dispute; and
3) Cite the provisions in federal law, regulation, and/or policy with which the Applicant believes the initial action was inconsistent.

The appeal should also cite the applicable provision of the Federal law, regulation and/or policy with which you believe FEMA's determination is inconsistent. The appeal will be processed through the Mississippi Emergency Management Agency who will then forward your appeal to FEMA for consideration.

1. https://www.law.cornell.edu/cfr/text/44/206.206

Attachment: Ineligibility Response 20210607 (8362 : Spread COVID Project Ineligibility Review for PPE Materials purchased after June 1, 2020)

If you desire to submit such an appeal, this appeal should be submitted, in writing, within 60 days of your receipt of the determination, or by approximately 7/13/21, to the address below:

Mr. Stephen C. McCraney, Executive Director
Mississippi Emergency Management Agency
P.O. Box 5644
Pearl, MS 39288-5644
Attention: Mike Siler, Public Assistance Director

Your MEMA Project Officer can assist with questions regarding your appeal letter or submissions.

If you have any further questions concerning this matter, please contact me at 601-933-6886.

Sincerely,

John M. "Mike" Siler
Public Assistance Director

Enclosure: Eligibility Determination Memorandum from FEMA: 4528-DR-MS, Hancock County Board of Supervisors, PA-ID: 045-99045-00

CC: Clayton French, Deputy Director, Chief Recovery Officer

Attachment: Ineligibility Response 20210607 (8362 : Spread COVID Project Ineligibility Review for PPE Materials purchased after June 1, 2020)

ELIGIBILITY DETERMINATION MEMORANDUM

Hancock County Board of Supervisors

FEMA: DR-4528-MS **PA ID: 045-99045-00**

Applicant type	☐ State Agency ☒ Local Government ☐ Tribe		☐ Private Nonprofit
Grants Manager: *Only fill out this section if the project is in Grants Manager.*		**EMMIE:** *Only fill out this section if the project worksheet is in EMMIE.*	
Project No.	164621	EMMIE Project Worksheet No.	
Version No.	0	Version No.	
Damage Inventory No.	424272	EMMIE Project Cost	$
		Total Amount Obligated	$
Project Title:	PPE Materials after June 1, 2020		
Project Size	☐ Large ☒ Small *(Potentially subject to Net Small Project Overrun appeal)*	Category of Work	B – Emergency Protective Measures

Issue(s):

Amount at Issue:	$55,694.92	Eligibility Issue Type(s)	☐ Applicant Eligibility ☐ Facility Eligibility ☒ Work Eligibility ☐ Cost Eligibility
Amount Denied:	$46,517.86		
Issue Keyword(s):	Increased Operating Costs: Immediate Threat		

Project Description:

The coronavirus (Covid-19) pandemic resulted in a Presidentially declared major disaster (DR-4528-MS) on April 5, 2020, for the State of Mississippi. The Hancock County Board of Supervisors (Applicant), a local government entity, requests reimbursement under FEMA's Public Assistance (PA) program for purchased supplies and equipment and procured services during the incident period of January 20, 2020 and continuing.

The Applicant claims that the Covid-19 pandemic created an immediate threat to the health and safety of the general public, requiring emergency response and protective measures with work completed from June 1, 2020 through December 8, 2020, and completing the streamlined project application on March 23, 2021. As a result, the Applicant requests reimbursement of costs for purchased supplies and equipment, including Information Technology (IT) supplies and equipment (e.g., wireless access points extender, tablets, laptops, remote telecommunication software and licensing, webcams, headset, phones and speakers), disinfecting and sanitizing supplies (e.g., soap, chemicals for sanitization, and alcohol wipes), Personal Protective Equipment (PPE) supplies (e.g., face shields and googles), supplies to enforce social distancing (e.g., plexiglass), and other miscellaneous supplies and equipment (e.g., barricades and hardware

Attachment: Ineligibility Response 20210607 (8362 : Spread COVID Project Ineligibility Review for PPE Materials purchased after June 1, 2020)

for barricades, hardware and supplies to build spray gun for sanitation, spray gun, sponges, batteries, thermometers, fogger, and chair mats). *Material Claims after June 1, 2020.pdf.* In addition, the Applicant seeks reimbursement for procured services (e.g., legal research fees). *Material Claims after June 1, 2020.pdf.* The Applicant states that it continued using these actions to mitigate the ongoing threat against Covid-19 throughout its jurisdiction. *Applicant-Assigned Project Application #6.*

FEMA sent an email to the Applicant requesting documentation to support the claimed material costs, to confirm and reconcile individual costs for certain expenses, and to describe the type of legal assistance provided to the Applicant and how it was related to Covid-19. *Project #164621-Response to CRC Questions.pdf.* On April 2, 2021 the Applicant responded submitting the invoices and indicated that expenses were for supplies to build disinfectant spray machines and explaining that the legal assistance was for legal research services "related to PPP forgiveness". The amount of $46,517.86 is in dispute.

Issue:

Are the costs related to purchased supplies and equipment, and procured services eligible for reimbursement as emergency protective measures under FEMA's PA program?

Applicable Statutes, Regulations, and Policies in Effect as of the Declaration of the Emergency or Disaster:

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, *as amended* (Stafford Act), 42 U.S.C. § 5121 *et seq.* (2019):

  Stafford Act § 403(a)(3)

- Title 44 of the Code of Federal Regulations (C.F.R.) (2019):

  44 C.F.R. § 206.223(a)(1)

  44 C.F.R. § 206.225(a)

- FEMA Policy:

  Public Assistance Program and Policy Guide FP 104-009-2 *(PAPPG)* (Apr. 2018)

  PAPPG, at 19, 41-42, 60-61, and 63

  COVID-19 FEMA Fact Sheet, Coronavirus (COVID-19) Pandemic: Eligible Emergency Protective Measures, March 19, 2020. *(Covid-19 Fact Sheet)*

  Coronavirus (COVID-19) Pandemic: Work Eligible for Public Assistance (Interim), September 1, 2020, FP 104-009-19. *(Covid-19 FEMA Policy)*

Attachment: Ineligibility Response 20210607 (8362 : Spread COVID Project Ineligibility Review for PPE Materials purchased after June 1, 2020)

Attachment: Ineligibility Response 20210607 (8362 : Spread COVID Project Ineligibility Review for PPE Materials purchased after June 1, 2020)

Analysis:

Stafford Act § 403(a)(3) grants FEMA discretionary authority to provide assistance to state and local governments essential to meet immediate threats to life and property resulting from a disaster. Implementing this authority, 44 C.F.R. § 206.225(a) authorizes emergency protective measures necessary to eliminate or lessen immediate threats to life, public health, or safety, as well as threats of significant additional damage to improved property.

Under limited circumstances based on specific criteria, FEMA finds Covid-19 measures eligible for reimbursement when those measures are related to emergency actions to address an immediate threat to life, public health, or safety. For example, measures required for responders taking emergency actions to save the lives of Covid-19 infected or presumed infected people, or when measures must be taken to protect responders taking the emergency action. The Covid-19 Fact Sheet, the Covid-19 FEMA Policy and the PAPPG provide examples or emergency work for which FEMA provides assistance under its PA program, such as the purchase and distribution of supplies and commodities required for eligible emergency protective measures, and disinfection of eligible public facilities when required as an emergency action. *PAPPG,* at 63; *Covid-19 Fact Sheet; Covid-19 FEMA Policy.*

FEMA is authorized to provide PA funding for specific work required as a result of the incident. *44 C.F.R. § 206.223(a)(1)*; *PAPPG*, at 19. Besides, FEMA is not authorized to provide PA funding for all losses or costs resulting from the incident, including the costs that result in the increased costs to operate a facility or provide a service, which are generally not eligible even when directly related to the incident. *PAPPG, at 41-42.* The Applicant may incur additional costs related to operating a facility as a result of the incident because of an increased demand for the services the facility provides. These additional costs are only eligible if:

- The services are specifically related to eligible emergency actions to save lives or protect public health and safety or improved property;
- The costs are for a limited period of time based on the exigency of the circumstances; and
- The Applicant tracks and documents the additional costs. *PAPPG, at 60-61.*

In this instance, the Applicant requests reimbursement of costs for purchased supplies and equipment, such as IT supplies and equipment, supplies to disinfect and sanitize, PPE, supplies and equipment to enforce social distancing, miscellaneous supplies and equipment, and legal fees to research PPP forgiveness. While the expenses may have been a prudent precautionary measure to help limit the potential transmission of Covid-19 and assist the Applicant in safely offering government services, they were actually used as preventative measures. The costs incurred by the Applicant are part of the increased cost of providing routine government services in a Covid-19 environment. Not only are increased operating costs generally ineligible, but the Applicant has not demonstrated that the supplies were specifically related to performing eligible emergency action to save lives or protect public health and safety or improved property. Therefore, the cost of purchased supplies and equipment is not reimbursable under the PA program. As a result, the Applicant's request for reimbursement in the amount of $46,517.86 under the PA program is denied.

Eligibility Determination: ☒ **Partially Approved** ☐ **Denied**

FEMA determines that the costs of $46,517.86, related to purchased supplies and equipment, and procured services, are not associated with eligible emergency actions, and represent an ineligible increased operating cost. Therefore, the expense is not eligible for FEMA's PA funding.

Notice of Right to Appeal:

The Applicant may appeal this determination to the Regional Administrator, pursuant to Title 44 of the Code of Federal Regulations § 206.206, Appeals. If the Applicant elects to file an appeal, the appeal must:

1) **Contain documented justification supporting the applicant's position;**
2) **Specify the monetary figure in dispute; and**
3) **Cite the provisions in federal law, regulation, and/or policy with which the Applicant believes the initial action was inconsistent.**

The appeal must be submitted to the Recipient, Mississippi Emergency Management Agency, by the Applicant within 60 days of its receipt of this determination. The Recipient's transmittal of that appeal, with recommendation, is required to be submitted to our office within 60 days of the receipt of the Applicant's letter. If you have any questions, please contact the MEMA, Clayton French at cfrench@mema.ms.gov.

Preparer: Denisse Maysonet Wilkes, Appeals Analyst

Signature: DENISSE A MAYSONET WILKES Digitally signed by DENISSE A MAYSONET WILKES Date: 2021.04.29 13:24:14 -04'00' Date: _____

Office of Chief Counsel Reviewer:

Signature: PHILLIP YOO Digitally signed by PHILLIP YOO Date: 2021.04.29 12:59:04 -04'00' Date: _____

Approval:

PA Management: ISAAC OSEI-GYAN Digitally signed by ISAAC OSEI-GYAN Date: 2021.05.05 15:48:46 -04'00'

Signature: _____ Date: _____

Document Index:

Document Description	File Name

Attachment: Ineligibility Response 20210607 (8362 : Spread COVID Project Ineligibility Review for PPE Materials purchased after June 1, 2020)

Damage Inventory / Invoices	Material Claims after June 1, 2020.pdf
Force Account Material Summary	Summary of Claims.pdf
Correspondence, Email, Letter, etc.	Project #164621-Response to CRC Questions.pdf
Validation Summary Sheet	Project # 164621 -Validation Summary Worksheet.xlsx

Attachment: Ineligibility Response 20210607 (8362 : Spread COVID Project Ineligibility Review for PPE Materials purchased after June 1, 2020)

ELIGIBILITY DETERMINATION MEMORANDUM

Hancock County Board of Supervisors

FEMA: DR-4528-MS **PA ID: 045-99045-00**

Applicant type	☐ State Agency ☒ Local Government ☐ Tribe ☐ Private Nonprofit		
Grants Manager: *Only fill out this section if the project is in Grants Manager.*		**EMMIE:** *Only fill out this section if the project worksheet is in EMMIE.*	
Project No.	164618	EMMIE Project Worksheet No.	
Version No.		Version No.	
Damage Inventory No.	424270	EMMIE Project Cost	N/A
		Total Amount Obligated	N/A
Project Title:	Temperature Scanners		
Project Size	☐ Large ☒ Small *(Potentially subject to Net Small Project Overrun appeal)*	Category of Work	B – Emergency Protective Measures

Issue(s):

Amount at Issue:	$43,604	Eligibility Issue Type(s)	☐ Applicant Eligibility ☐ Facility Eligibility ☒ Work Eligibility ☐ Cost Eligibility
Amount Denied:	$43,604		
Issue Keyword(s):	Increased Operating Costs: Immediate Threat		

Project Description:

The Coronavirus (Covid-19) pandemic resulted in a Presidentially declared major disaster (DR-4528-MS) on April 5, 2020, for the State of Mississippi. The Hancock County Board of Supervisors (Applicant), a local government entity, requests reimbursement under FEMA's Public Assistance (PA) program for emergency protective measures during the incident period of January 20, 2020 and continuing.

The Applicant claims that the Covid-19 pandemic created an immediate threat to the health and safety of the general public, requiring emergency response and protective measures. As a result, the Applicant purchased computer tablets and accessories (e.g., battery kit, floor stand) for automatic temperature screening at public access doors. In addition, the Applicant used its force account labor in manually monitoring employees and visitors entering government facilities in order to mitigate the potential transmission of Covid-19. *Applicant-Assigned Project Application # 5.*

The Applicant purchased materials from August 12, 2020 to September 2, 2020. *164618 - DR4528MS - Cost Summary.xlsx*. On March 25, 2021, the Applicant submitted a letter to FEMA requesting amendment of the project cost, as $10,901 in Federal funds from another program

Attachment: 4528-MS-PW-164618-DM-16125-Hancock County Board of Supervisors (9412 : Spread COVID Project Ineligibility Review for

were received for the project costs. *Hancock County request for ammendment to Project 164618.pdf*. The entire claim in the amount of $43,604 is in dispute.

Issue:
Is the purchase of computer tablets and accessories eligible for emergency protective measure reimbursement under FEMA's PA program?

Applicable Statutes, Regulations, and Policies in Effect as of the Declaration of the Emergency or Disaster:

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, *as amended* (Stafford Act), 42 U.S.C. § 5121 *et seq.* (2019):

  Stafford Act § 312
  Stafford Act § 403(a)(3)

- Title 44 of the Code of Federal Regulations (C.F.R.) (2019):

  44 C.F.R. § 206.223(a)(1)
  44 C.F.R. § 206.225(a)

- FEMA Policy:
  Public Assistance Program and Policy Guide FP 104-009-2 *(PAPPG)* (Apr. 2018)

  PAPPG, at 19, 39, 41-42, 60-61, and 63

  COVID-19 FEMA Fact Sheet, Coronavirus (COVID-19) Pandemic: Eligible Emergency Protective Measures, March 19, 2020, (*Covid-19 EPM Fact Sheet*)

Analysis:

Stafford Act § 403(a)(3) grants FEMA discretionary authority to provide assistance to state and local governments essential to meet immediate threats to life and property resulting from a major disaster. Implementing this authority, 44 CFR § 206.225(a) authorizes emergency protective measures necessary to eliminate or lessen immediate threats to life, public health, or safety, as well as threats of significant additional damage to improved property.

Under limited circumstances based on specific criteria, FEMA finds Covid-19 measures eligible for reimbursement when those measures are related to emergency actions to address an immediate threat to life, public health, or safety. Examples are responders taking emergency actions to save the lives of Covid-19 infected or presumed infected survivors, or when measures must be taken to protect responders taking the emergency actions. The *Covid-19 EPM Fact Sheet* and *PAPPG* provide examples of emergency work that FEMA funds under its PA program, such as the purchase and distribution of necessary supplies and commodities for eligible emergency protective measures. *PAPPG,* at 63.

Attachment: 4528-MS-PW-164618-DM-16125-Hancock County Board of Supervisors (9412 : Spread COVID Project Ineligibility Review for

FEMA is authorized to provide PA funding for specific work required as a result of the incident. 44 C.F.R. § 206.223(a)(1); *PAPPG*, at 19. FEMA is not authorized to provide PA funding for all losses or costs resulting from the incident, including work that results in the increased costs to operate a facility or provide a service, which are generally not eligible even when directly related to the incident. *PAPPG,* at 41-42. The Applicant may incur additional costs related to operating a facility as a result of the incident because of an increased demand for the services the facility provides. These additional costs are only eligible if:

- The services are specifically related to eligible emergency actions to save lives or protect public health and safety or improved property;
- The costs are for a limited period of time based on the exigency of the circumstances; and
- The Applicant tracks and documents the additional costs. *PAPPG*, at 60-61.

FEMA is legally prohibited from duplicating benefits from other sources. If the Applicant receives funding from another source, such as State programs, Federal agencies or other, for the same costs that FEMA funded, FEMA reduces the eligible cost or de-obligates funding to prevent a duplication of benefits. Stafford Act § 312; *PAPPG*, at 39.

Here, the Applicant requests reimbursement of costs related to the purchase of automatic temperature screening tablets as a precautionary measure to safely operate its facility while mitigating the exposure of employees to the Covid-19 virus. While likely prudent measures, the costs were not incurred for emergency actions in response to an immediate threat to life, public health and safety or improved property, such as an employee or visitor who tested positive for Covid-19 or the facility being directly exposed to a Covid-19 infected person. The costs incurred are part of the increased cost of providing routine government services in a Covid-19 environment. Not only are increased operating costs generally ineligible, but the Applicant has not demonstrated that the purchase of the temperature screening equipment is specifically related to performing eligible emergency protective measures necessary to eliminate or lessen an immediate threat to lives, public health and safety.

While the Applicant provided FEMA with a request to reduce its claim in order to avoid a duplication of benefits, for the reasons above the Applicant's work is ineligible for PA as an emergency protective measure. Therefore, the Applicant's request for reimbursement in the amount of $43,604 is denied.

Eligibility Determination: ☐ Partially Approved ☒ Denied

FEMA has determined that the cost of $43,604, related to the purchase of computer tablets and accessories, is not related to emergency protective measures, and represents an ineligible increased operating cost. Therefore, the project is ineligible under FEMA's PA program.

Notice of Right to Appeal:

The Applicant may appeal this determination to the Regional Administrator, pursuant to Title 44 of the Code of Federal Regulations § 206.206, Appeals. If the Applicant elects to file an appeal, the appeal must:

Attachment: 4528-MS-PW-164618-DM-16125-Hancock County Board of Supervisors (9412 : Spread COVID Project Ineligibility Review for

1) Contain documented justification supporting the Applicant's position;
2) Specify the monetary figure in dispute; and
3) Cite the provisions in federal law, regulation, and/or policy with which the Applicant believes the initial action was inconsistent.

The appeal must be submitted to the Recipient, Mississippi Emergency Management Agency (MEMA), by the Applicant within 60 days of its receipt of this determination. The Recipient's transmittal of that appeal, with recommendation, is required to be submitted to our office within 60 days of the receipt of the Applicant's letter. If you have any questions, please contact the Mississippi Emergency Management Agency (MEMA), Mike Siler at msiler@mema.ms.gov.

Office of Chief Counsel Reviewer:

D. Kirk Wolgamott

Signature: _____ Date: 6/23/2021

Approval:

PA Management: ISAAC OSEI-GYAN Digitally signed by ISAAC OSEI-GYAN Date: 2021.06.28 11:46:12 -04'00'

Signature: _____ Date: _____

Document Index:

Document Description	File Name
Cost Summary Validation	*164618 - DR4528MS - Cost Summary.xlsx*
Project Application	*Applicant-Assigned Project Application # 5*
Purchase Order and Item Description	*Purchase Order Packet.pdf*
Federal Funding- Request to Amend Project Cost	*Hancock County request for ammendment to Project 164618.pdf*
Photos of Temperature Scanner	*Courthouse Temp Scanner.jpg*

Attachment: 4528-MS-PW-164618-DM-16125-Hancock County Board of Supervisors (9412 : Spread COVID Project Ineligibility Review for

Attachment: Diamondhead MS TIF Bond (Medical Center Project) (2021) (214444) - Interlocal Cooperation Agreement (8373 : Authorize Board

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (this "***Agreement***") is made by and between **HANCOCK COUNTY, MISSISSIPPI** (the "***County***"), a political subdivision of the State of Mississippi (the "***State***"), acting by and through its duly elected and serving Board of Supervisors, and the **CITY OF DIAMONDHEAD, MISSISSIPPI** (the "***City***"), a municipal corporation of the State, acting by and through its duly elected and serving Mayor and City Council.

WITNESSETH:

WHEREAS, the City and County are authorized pursuant to Sections 21-45-1 *et seq*., Mississippi Code of 1972, as amended (the "***TIF Act***"), either separately or jointly through Section 17-13-1 *et seq.,* Mississippi Code of 1972, as amended, (the "***Interlocal Act***" and together with the TIF Act, the "***Act***") to contract with each other for joint and cooperative action relating to the financing for the construction of infrastructure improvements and facilities and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Act; and

WHEREAS, Marshall Land Holdings, LLC (the "***Developer***"), requested the City and County to participate in the construction and development of (1) a new medical care facility in conjunction with Memorial Hospital in the City that is over 20,000 square feet and that will include a cancer care area, a new CT scanning lab, with diagnostic imagining, x-ray imaging, specialty pharmacy, and over twenty (20) exam rooms, (2) an in-house compounding pharmacy that requires a specialized environmentally controlled space and (3) a full-service retail pharmacy including household goods, food products, and other services (the "***Project***"), all as described in the "*Tax Increment Financing Plan Diamondhead Medical Center Project, Diamondhead, Mississippi, 2021*" as approved on May 4, 2021 (the "***City TIF Plan***") and the *Tax Increment Financing Plan Diamondhead Medical Center Project, Hancock County, Mississippi, 2021" as approved on April 5, 2021* (the "***County TIF Plan***" and together with the City TIF Plan, the "***TIF Plans***") by issuing tax increment limited obligation bonds in one or more series in a principal amount not to exceed One Million Dollars ($1,000,000) for a term of up to fifteen (15) years (the "***Bonds***"), a portion of the proceeds of which have or will be used to pay the costs of constructing infrastructure improvements necessary for the Project, all as described in the TIF Plans and as authorized pursuant to the TIF Act; and

WHEREAS, pursuant to the City TIF Plan, the City entered into a Development and Reimbursement Agreement with the Developer, dated May 18, 2021 (the "***Development Agreement***"), memorializing the Developer's agreement to construct the Infrastructure Improvements (as defined herein) and complete the Project and the City's intent, acting in concert with the County, to issue the Bonds subject to the conditions set forth in the Development Agreement, in order to fund all or part of the costs of the Infrastructure Improvements, all as are authorized by the TIF Act and as described in the TIF Plans and the Development Agreement (collectively, the "***TIF Documents***"); and

WHEREAS, the City and the County, in accordance with the TIF Documents, desire to, and hereby do, enter into this Agreement wherein, in accordance with the TIF Plans, the City

and the County agree to pledge certain incremental increases in real and personal property ad valorem tax revenue (excluding school taxes) generated by the Project as security for debt service and for payment on the Bonds issued by the City for purposes of reimbursing the Developer for the Infrastructure Improvements, all as provided for in the TIF Documents and in accordance with the TIF Act.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above and the mutual covenants and promises contained herein, the City and the County do hereby agree as follows:

1. **DURATION:** This Agreement shall be in force and effect until the principal and interest of the Bonds, including any refunding(s) of the Bonds, issued by the City under the TIF Documents are paid in full, but not to exceed fifteen (15) years from the date of issuance of the Bonds.

2. **PURPOSE:** The purpose of this Agreement is to define the responsibilities of the City and County with respect to the development and redevelopment of the TIF District as described and set forth in the TIF Documents and the financing of certain of the Infrastructure Improvements in connection thereto, through the issuance of the Bonds.

3. **STATUTORY AUTHORITY:** The City and County are authorized to fulfill the terms of this Agreement under the authority of the Act.

4. **PROJECT:** The Project shall be a multi-phase project to be known as the "Diamondhead Medical Center Project" which will be located on the corner of East Aloha Drive and Veterans Avenue and include (1) a new medical care facility in conjunction with Memorial Hospital in the City that is over 20,000 square feet and that will include a cancer care area, a new CT scanning lab, with diagnostic imagining, x-ray imaging, specialty pharmacy, and over twenty (20) exam rooms, (2) an in-house compounding pharmacy that requires a specialized environmentally controlled space and (3) a full-service retail pharmacy including household goods, food products, and other services as described in the TIF Documents.

5. **THE INFRASTRUCTURE IMPROVEMENTS:** The Infrastructure Improvements will consist of eligible improvements, which may include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; regional storm water improvements; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks; site improvements; offsite improvements and infrastructure which may include roads, rights-of-way, utilities, and water and sewer lines; parking; relocation of electrical lines; lighting; signalization; wetlands and stream mitigation payments; storm drainage pipes; culverts; landscaping of rights-of way; costs associated with the acquisition of land for the foregoing improvements; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "***Infrastructure Improvements***").

6. **ADMINISTRATION:** This Agreement shall be administered as a joint undertaking of the County and City. A separate entity is not created under this Agreement.

Attachment: Diamondhead MS TIF Bond (Medical Center Project) (2021) (214444) - Interlocal Cooperation Agreement (8373 : Authorize Board

7. **CITY OBLIGATIONS**: The City shall have the following obligations and responsibilities:

(a) The City is designated as the legal entity assigned the responsibility for administration of this joint undertaking, and the City Clerk of the City is hereby designated as the officer to receive, disburse and account for the funds of the undertaking in the manner prescribed by law.

(b) The City shall provide to the County within ten (10) days of the issuance of the Bonds written notification of the issuance of the Bonds, a copy of the amortization schedule of the Bonds, and a summary of the County's participation in the payment of the debt service.

(c) All real or personal property acquired for purposes of the joint undertaking, if any, shall be acquired, leased, or owned by the City and shall be maintained by the City.

(d) Upon the expiration of this Agreement, all interests in any real or personal property acquired for the purpose of the joint undertaking, if any, shall remain with the City.

(e) The City shall send to the County an invoice, no later than sixty (60) days prior to any payment date on the Bonds, stating the amount of the County Share (defined herein) to be paid to the City with such payment to be paid by the County no later than thirty (30) days prior to such payment date.

(f) The City shall provide documentation to the County for any expenditure made with respect to this Agreement.

(g) The City will employ all reasonable efforts to cooperate with the Developer, its successors, and its assigns to process and timely issue permits, approve plans and effect consideration of and performing or taking such other actions as may facilitate and support the Developer in completing the Project. The City will affect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

(h) Subject to the City's verification of the lawfully available Tax Increment (as defined hereinafter) available to the City under the TIF Plan and this Agreement; and inspection of the Infrastructure Improvements, as defined in the TIF Documents, to verify that they have been completed in accordance with the City's standards, codes, and resolutions, all of which inspection shall be completed by the City using all reasonable efforts and in a timely and expeditious manner; the City will use its best efforts to sell and issue the Bonds, in one or more series, in an aggregate amount not to exceed One Million Dollars ($1,000,000), pursuant to the terms of the Act and on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the purchaser of the Bonds; provided, however, that the Bonds will not be sold and issued

Attachment: Diamondhead MS TIF Bond (Medical Center Project) (2021) (214444) - Interlocal Cooperation Agreement (8373 : Authorize Board

until such time as the Developer has complied with the prerequisites to issuance set forth in the TIF Documents.

(i) Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the Bonds, or other similar debt instruments (collectively, the "***Bond Resolution***"), the proceeds from the sale of the Bonds, or other similar debt instruments will be delivered to the City or to a financial institution selected by the City for handling and distribution according to the terms of the Bond Resolution and the Act.

(j) Payment of the principal and interest on the Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment, as defined below. The City Clerk and the Chancery Clerk of the County shall annually meet, in consultation with the County Tax Assessor, to determine the Tax Increment available from the City and County ad valorem tax revenue and together with the Department of Revenue Sale Tax Diversion Certificate delivered to the City determine the total Tax Increment available for the payment of debt service on the Bonds. As used in this Agreement, "***Tax Increment***" shall mean the (1) one hundred percent (100%) of the incremental increase in ad valorem tax revenue on real and personal property (excluding school taxes) within the TIF District to the City by the Project, (2) fifty percent (50%) of the sales tax rebates generated within the TIF District to the City by the Project, and (3), fifty percent (50%) of the incremental increases in real and personal property ad valorem taxes (excluding school taxes) generated within the TIF District to the County by the Project, as calculated in accordance with the Act and as provided for in the TIF Documents. Together, 1 and 2 above shall be known as the "City Share" and 3 above shall be known as the "County Share." The principal amount of any series of the Bonds shall be determine by the City and based on that portion of the Tax Increment generated within the TIF District in an amount not to exceed One Million Dollars ($1,000,000).

(k) Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City and Bond Counsel, will be paid from the proceeds of the Bonds as provided in the TIF Documents.

(l) The City shall provide for the timely payment of debt service relating to the Bonds utilizing the lawfully available Tax Increment that are held in the Tax Increment Fund, defined below, including the City Share and the County Share.

(m) Pursuant to the Bond Resolution, the City shall establish a separate fund entitled the "Tax Increment Fund, Diamondhead Medical Center Project Fund" (the "***Tax Increment Fund***") to receive the Tax Increment and receive the proceeds of any other financial assistance received in connection with the TIF Plan. Any funds remaining in the Tax Increment Fund after the Bonds are no longer outstanding shall be reimbursed to the City and County base on the proportionate share that each contributed to the Tax Increment Fund for use by the City and the County for any lawful purpose.

8. **COUNTY OBLIGATIONS**: The County shall have the following obligations and responsibilities:

Attachment: Diamondhead MS TIF Bond (Medical Center Project) (2021) (214444) - Interlocal Cooperation Agreement (8373 : Authorize Board

(a) As set forth in the TIF Documents, the County shall pledge the County Share of the Tax Increment as security for the Bonds. The pledge of the County Share shall not be considered a pledge of the full faith and credit of the County. The pledge of the County Share is the sole obligation of the County with respect to the payment of the debt service on the Bonds, and any surplus in County incremental tax increase revenues will be deposited by the County into the County general fund or other appropriate fund for use for any lawful County purposes.

(b) The County hereby agrees to execute any security instruments consistent with this Agreement as may be reasonably necessary and required by the City's Bond Resolution for the issuance of the Bonds, including any refunding of the Bonds.

(c) Upon the receipt of the invoice from the City provided for in Section 7(e) hereof, the County shall provide for the timely payment of the County Share, no later than thirty (30) days prior to the payment date on the Bonds, to the City Clerk, so as to enable the City to make timely payment of debt service relating to the Bonds as set forth herein, the Bond Resolution and any other documents and resolutions approved by the City in connection with the sale and issuance of the Bonds.

9. **AMENDMENT:** This Agreement may be amended by mutual written consent of the County and the City. No such amendment shall in any way effect the security for and the payment of debt service on the Bonds.

10. **EFFECTIVE DATE & COUNTERPARTS:** This Agreement shall become effective from and after the date it has been approved by the governing authorities of the County, the City, and the Attorney General of the State as required by Section 17-13-11 of the Interlocal Act and when it has been filed as otherwise provided by the Interlocal Act. This Agreement may be executed by the parties hereto using multiple counterparts.

Attachment: Diamondhead MS TIF Bond (Medical Center Project) (2021) (214444) - Interlocal Cooperation Agreement (8373 : Authorize Board

THIS AGREEMENT ENTERED into this the ____ day of May 2021.

CITY OF DIAMONDHEAD, MISSISSIPPI

By:_____
City Manager

ATTEST:

By:_____
City Clerk

HANCOCK COUNTY, MISSISSIPPI

By:_____
President, Board of Supervisors

ATTEST:

_____
Chancery Clerk

Attachment: Diamondhead MS TIF Bond (Medical Center Project) (2021) (214444) - Interlocal Cooperation Agreement (8373 : Authorize Board

Attachment: 20210706 - Interlocal Cooperation Agreement - Diamondhead TIF - signed (8373 : Authorize Board President and Chancery Clerk to

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (this "***Agreement***") is made by and between **HANCOCK COUNTY, MISSISSIPPI** (the "***County***"), a political subdivision of the State of Mississippi (the "***State***"), acting by and through its duly elected and serving Board of Supervisors, and the **CITY OF DIAMONDHEAD, MISSISSIPPI** (the "***City***"), a municipal corporation of the State, acting by and through its duly elected and serving Mayor and City Council.

WITNESSETH:

WHEREAS, the City and County are authorized pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "***TIF Act***"), either separately or jointly through Section 17-13-1 *et seq.*, Mississippi Code of 1972, as amended, (the "***Interlocal Act***" and together with the TIF Act, the "***Act***") to contract with each other for joint and cooperative action relating to the financing for the construction of infrastructure improvements and facilities and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Act; and

WHEREAS, Marshall Land Holdings, LLC (the "***Developer***"), requested the City and County to participate in the construction and development of (1) a new medical care facility in conjunction with Memorial Hospital in the City that is over 20,000 square feet and that will include a cancer care area, a new CT scanning lab, with diagnostic imagining, x-ray imaging, specialty pharmacy, and over twenty (20) exam rooms, (2) an in-house compounding pharmacy that requires a specialized environmentally controlled space and (3) a full-service retail pharmacy including household goods, food products, and other services (the "***Project***"), all as described in the "*Tax Increment Financing Plan Diamondhead Medical Center Project, Diamondhead, Mississippi, 2021*" as approved on May 4, 2021 (the "***City TIF Plan***") and the *Tax Increment Financing Plan Diamondhead Medical Center Project, Hancock County, Mississippi, 2021" as approved on April 5, 2021* (the "***County TIF Plan***" and together with the City TIF Plan, the "***TIF Plans***") by issuing tax increment limited obligation bonds in one or more series in a principal amount not to exceed One Million Dollars ($1,000,000) for a term of up to fifteen (15) years (the "***Bonds***"), a portion of the proceeds of which have or will be used to pay the costs of constructing infrastructure improvements necessary for the Project, all as described in the TIF Plans and as authorized pursuant to the TIF Act; and

WHEREAS, pursuant to the City TIF Plan, the City entered into a Development and Reimbursement Agreement with the Developer, dated May 18, 2021 (the "***Development Agreement***"), memorializing the Developer's agreement to construct the Infrastructure Improvements (as defined herein) and complete the Project and the City's intent, acting in concert with the County, to issue the Bonds subject to the conditions set forth in the Development Agreement, in order to fund all or part of the costs of the Infrastructure Improvements, all as are authorized by the TIF Act and as described in the TIF Plans and the Development Agreement (collectively, the "***TIF Documents***"); and

WHEREAS, the City and the County, in accordance with the TIF Documents, desire to, and hereby do, enter into this Agreement wherein, in accordance with the TIF Plans, the City and the County agree to pledge certain incremental increases in real and personal property ad valorem

tax revenue (excluding school taxes) generated by the Project as security for debt service and for payment on the Bonds issued by the City for purposes of reimbursing the Developer for the Infrastructure Improvements, all as provided for in the TIF Documents and in accordance with the TIF Act.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above and the mutual covenants and promises contained herein, the City and the County do hereby agree as follows:

1. **DURATION:** This Agreement shall be in force and effect until the principal and interest of the Bonds, including any refunding(s) of the Bonds, issued by the City under the TIF Documents are paid in full, but not to exceed fifteen (15) years from the date of issuance of the Bonds.

2. **PURPOSE:** The purpose of this Agreement is to define the responsibilities of the City and County with respect to the development and redevelopment of the TIF District as described and set forth in the TIF Documents and the financing of certain of the Infrastructure Improvements in connection thereto, through the issuance of the Bonds.

3. **STATUTORY AUTHORITY:** The City and County are authorized to fulfill the terms of this Agreement under the authority of the Act.

4. **PROJECT:** The Project shall be a multi-phase project to be known as the "Diamondhead Medical Center Project" which will be located on the corner of East Aloha Drive and Veterans Avenue and include (1) a new medical care facility in conjunction with Memorial Hospital in the City that is over 20,000 square feet and that will include a cancer care area, a new CT scanning lab, with diagnostic imagining, x-ray imaging, specialty pharmacy, and over twenty (20) exam rooms, (2) an in-house compounding pharmacy that requires a specialized environmentally controlled space and (3) a full-service retail pharmacy including household goods, food products, and other services as described in the TIF Documents.

5. **THE INFRASTRUCTURE IMPROVEMENTS:** The Infrastructure Improvements will consist of eligible improvements, which may include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; regional storm water improvements; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks; site improvements; offsite improvements and infrastructure which may include roads, rights-of-way, utilities, and water and sewer lines; parking; relocation of electrical lines; lighting; signalization; wetlands and stream mitigation payments; storm drainage pipes; culverts; landscaping of rights-of way; costs associated with the acquisition of land for the foregoing improvements; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "***Infrastructure Improvements***").

6. **ADMINISTRATION:** This Agreement shall be administered as a joint undertaking of the County and City. A separate entity is not created under this Agreement.

7. **CITY OBLIGATIONS**: The City shall have the following obligations and responsibilities:

Attachment: 20210706 - Interlocal Cooperation Agreement - Diamondhead TIF - signed (8373 : Authorize Board President and Chancery Clerk to

(a) The City is designated as the legal entity assigned the responsibility for administration of this joint undertaking, and the City Clerk of the City is hereby designated as the officer to receive, disburse and account for the funds of the undertaking in the manner prescribed by law.

(b) The City shall provide to the County within ten (10) days of the issuance of the Bonds written notification of the issuance of the Bonds, a copy of the amortization schedule of the Bonds, and a summary of the County's participation in the payment of the debt service.

(c) All real or personal property acquired for purposes of the joint undertaking, if any, shall be acquired, leased, or owned by the City and shall be maintained by the City.

(d) Upon the expiration of this Agreement, all interests in any real or personal property acquired for the purpose of the joint undertaking, if any, shall remain with the City.

(e) The City shall send to the County an invoice, no later than sixty (60) days prior to any payment date on the Bonds, stating the amount of the County Share (defined herein) to be paid to the City with such payment to be paid by the County no later than thirty (30) days prior to such payment date.

(f) The City shall provide documentation to the County for any expenditure made with respect to this Agreement.

(g) The City will employ all reasonable efforts to cooperate with the Developer, its successors, and its assigns to process and timely issue permits, approve plans and effect consideration of and performing or taking such other actions as may facilitate and support the Developer in completing the Project. The City will affect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

(h) Subject to the City's verification of the lawfully available Tax Increment (as defined hereinafter) available to the City under the TIF Plan and this Agreement; and inspection of the Infrastructure Improvements, as defined in the TIF Documents, to verify that they have been completed in accordance with the City's standards, codes, and resolutions, all of which inspection shall be completed by the City using all reasonable efforts and in a timely and expeditious manner; the City will use its best efforts to sell and issue the Bonds, in one or more series, in an aggregate amount not to exceed One Million Dollars ($1,000,000), pursuant to the terms of the Act and on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the purchaser of the Bonds; provided, however, that the Bonds will not be sold and issued until such time as the Developer has complied with the prerequisites to issuance set forth in the TIF Documents.

Attachment: 20210706 - Interlocal Cooperation Agreement - Diamondhead TIF - signed (8373 : Authorize Board President and Chancery Clerk to

(i) Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the Bonds, or other similar debt instruments (collectively, the "***Bond Resolution***"), the proceeds from the sale of the Bonds, or other similar debt instruments will be delivered to the City or to a financial institution selected by the City for handling and distribution according to the terms of the Bond Resolution and the Act.

(j) Payment of the principal and interest on the Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment, as defined below. The City Clerk and the Chancery Clerk of the County shall annually meet, in consultation with the County Tax Assessor, to determine the Tax Increment available from the City and County ad valorem tax revenue and together with the Department of Revenue Sale Tax Diversion Certificate delivered to the City determine the total Tax Increment available for the payment of debt service on the Bonds. As used in this Agreement, "***Tax Increment***" shall mean the (1) one hundred percent (100%) of the incremental increase in ad valorem tax revenue on real and personal property (excluding school taxes) within the TIF District to the City by the Project, (2) fifty percent (50%) of the sales tax rebates generated within the TIF District to the City by the Project, and (3), fifty percent (50%) of the incremental increases in real and personal property ad valorem taxes (excluding school taxes) generated within the TIF District to the County by the Project, as calculated in accordance with the Act and as provided for in the TIF Documents. Together, 1 and 2 above shall be known as the "City Share" and 3 above shall be known as the "County Share." The principal amount of any series of the Bonds shall be determine by the City and based on that portion of the Tax Increment generated within the TIF District in an amount not to exceed One Million Dollars ($1,000,000).

(k) Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City and Bond Counsel, will be paid from the proceeds of the Bonds as provided in the TIF Documents.

(l) The City shall provide for the timely payment of debt service relating to the Bonds utilizing the lawfully available Tax Increment that are held in the Tax Increment Fund, defined below, including the City Share and the County Share.

(m) Pursuant to the Bond Resolution, the City shall establish a separate fund entitled the "Tax Increment Fund, Diamondhead Medical Center Project Fund" (the "***Tax Increment Fund***") to receive the Tax Increment and receive the proceeds of any other financial assistance received in connection with the TIF Plan. Any funds remaining in the Tax Increment Fund after the Bonds are no longer outstanding shall be reimbursed to the City and County base on the proportionate share that each contributed to the Tax Increment Fund for use by the City and the County for any lawful purpose.

8. **COUNTY OBLIGATIONS**: The County shall have the following obligations and responsibilities:

(a) As set forth in the TIF Documents, the County shall pledge the County Share of the Tax Increment as security for the Bonds. The pledge of the County Share shall not be considered a pledge of the full faith and credit of the County. The pledge of the County Share is the sole obligation of the County with respect to the payment of the debt

Attachment: 20210706 - Interlocal Cooperation Agreement - Diamondhead TIF - signed (8373 : Authorize Board President and Chancery Clerk to

service on the Bonds, and any surplus in County incremental tax increase revenues will be deposited by the County into the County general fund or other appropriate fund for use for any lawful County purposes.

(b) The County hereby agrees to execute any security instruments consistent with this Agreement as may be reasonably necessary and required by the City's Bond Resolution for the issuance of the Bonds, including any refunding of the Bonds.

(c) Upon the receipt of the invoice from the City provided for in Section 7(e) hereof, the County shall provide for the timely payment of the County Share, no later than thirty (30) days prior to the payment date on the Bonds, to the City Clerk, so as to enable the City to make timely payment of debt service relating to the Bonds as set forth herein, the Bond Resolution and any other documents and resolutions approved by the City in connection with the sale and issuance of the Bonds.

9. **AMENDMENT:** This Agreement may be amended by mutual written consent of the County and the City. No such amendment shall in any way effect the security for and the payment of debt service on the Bonds.

10. **EFFECTIVE DATE & COUNTERPARTS:** This Agreement shall become effective from and after the date it has been approved by the governing authorities of the County, the City, and the Attorney General of the State as required by Section 17-13-11 of the Interlocal Act and when it has been filed as otherwise provided by the Interlocal Act. This Agreement may be executed by the parties hereto using multiple counterparts.

Attachment: 20210706 - Interlocal Cooperation Agreement - Diamondhead TIF - signed (8373 : Authorize Board President and Chancery Clerk to

THIS AGREEMENT ENTERED into this the 1st day of June 2021.

CITY OF DIAMONDHEAD, MISSISSIPPI

By: _____
City Manager

ATTEST:

By: _____
City Clerk

HANCOCK COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

_____
Chancery Clerk

Attachment: 20210706 - Interlocal Cooperation Agreement - Diamondhead TIF - signed (8373 : Authorize Board President and Chancery Clerk to

BOARD OF SUPERVISORS

Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Telephone (228) 467-0172
Fax (228) 467-2691

July 6, 2021

The Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Ave. SE
Washington, DC 20590

Dear Secretary Buttigieg,

Please accept this letter as my strong support of the PBVR Intermodal Yard Project application submitted by Hancock County Port and Harbor Commission (HCPHC).

Our economy depends on safe and reliable transportation infrastructure. Highways, waterways, airports and railroads form a complex system to ensure the efficient movement of goods and services. HCPHC's Port Bienville Industrial Park is an economic engine in Hancock County, Mississippi. Connected to waterways, railways and highways, the park is home to 16 tenants that employ nearly 600 people. The park generates nearly $10 million in ad valorem revenue for the county each year.

By water, Port Bienville imports and exports 470,000 tons of goods each year. By rail, the port brings in over 8,000 loaded railcars which are processed by the short-line Bienville Railroad. Over recent years, growth in demand and utilization of the railroad has increased beyond the capacity of the existing infrastructure. Railcar storage regularly surpasses planned capacity, and the park lacks the necessary classification yard for blocking trains in multiple directions. This leads to shipping delays and inefficiencies, not just at Port Bienville, but also in New Orleans and across the Gulf Coast on the CSX line.

The future economic growth and vitality of Hancock County and the entire nation is linked to the quality of our transportation infrastructure. The intermodal project is an example of long-range planning to support existing tenants, attract new business, and relieve regional congestion. The project will grow economic activity and support high-paying jobs. The additional capacity and intermodal capabilities will not only expand economic opportunities for Hancock County, but also improve freight movement and logistics network resiliency for the entire region.

Port Bienville's intermodal project has my full support and deserves full consideration and funding.

Sincerely,

Scotty Adam, Board President

Attachment: 20210706 - PBVR Letter of Support for HCPHC (9421 : Authorize Board President to sign the PBVR Intermodal Yard Project letter

BOARD OF SUPERVISORS

Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Telephone (228) 467-0172
Fax (228) 467-2691

July 6, 2021

The Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Ave. SE
Washington, DC 20590

Dear Secretary Buttigieg,

Please accept this letter as my strong support of the PBVR Intermodal Yard Project application submitted by Hancock County Port and Harbor Commission (HCPHC).

Our economy depends on safe and reliable transportation infrastructure. Highways, waterways, airports and railroads form a complex system to ensure the efficient movement of goods and services. HCPHC's Port Bienville Industrial Park is an economic engine in Hancock County, Mississippi. Connected to waterways, railways and highways, the park is home to 16 tenants that employ nearly 600 people. The park generates nearly $10 million in ad valorem revenue for the county each year.

By water, Port Bienville imports and exports 470,000 tons of goods each year. By rail, the port brings in over 8,000 loaded railcars which are processed by the short-line Bienville Railroad. Over recent years, growth in demand and utilization of the railroad has increased beyond the capacity of the existing infrastructure. Railcar storage regularly surpasses planned capacity, and the park lacks the necessary classification yard for blocking trains in multiple directions. This leads to shipping delays and inefficiencies, not just at Port Bienville, but also in New Orleans and across the Gulf Coast on the CSX line.

The future economic growth and vitality of Hancock County and the entire nation is linked to the quality of our transportation infrastructure. The intermodal project is an example of long-range planning to support existing tenants, attract new business, and relieve regional congestion. The project will grow economic activity and support high-paying jobs. The additional capacity and intermodal capabilities will not only expand economic opportunities for Hancock County, but also improve freight movement and logistics network resiliency for the entire region.

Port Bienville's intermodal project has my full support and deserves full consideration and funding.

Sincerely,

Scotty Adam, Board President

Attachment: 20210706 - PBVR Letter of Support for HCPHC - signed (9421 : Authorize Board President to sign the PBVR Intermodal Yard

BOARD OF SUPERVISORS

Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Telephone (228) 467-0172
Fax (228) 467-2691

July 6, 2021

MS Gulf Coast Youth Health Coalition
Attn: Kelsey Keel, MPH
11975 Seaway Road, Suite B220
Gulfport, Mississippi 39503

Reference: Let's Go! Gulf Coast App

Dear Kelsey Keel,

Please accept this letter from the Hancock County Board of Supervisors in support of the MS Gulf Coast Youth Health Coalition's proposal to develop the Let's Go! Gulf Coast App, in an effort to combat childhood and adult obesity in our MS Gulf Coast communities by highlighting opportunities for outdoor recreational activities in our three coastal counties along with providing health education and creating a virtual community around health and wellness.

We recognize that community characterists play a key role in individual-level health outcomes, therefore we strongly support this grant application and its focus on addressing various social determinants of health, such as the neighborhood and physical environment, social support networks, education, and access to healthy food, as a tactic to combat obesity, a health priority.

By signing this letter, it is agreed that this letter of support does not commit Hancock County to any financial obligation in regard to the Let's Go! Gulf Coast App, but solely offers support of the MS Gulf Coast Youth Health Coalition's endeavors to promoting healthy lifestyles and the grant application.

The MS Gulf Coast Youth Health Organization will take responsibility to lead the Let's Go! Gulf Coast App's development, launch, and sustainability in an effort to reduce obesity by increasing awareness and opportunities for physical activity and healthy eating in Hancock, Harrison, and Jackson counties.

We look forward to improving the health and lifestyles of our Mississippi Gulf Coast youth and families.

Sincerely,

_____
Scotty Adam, Board President

Attachment: Let's Go! Gulf Coast App Letter of Support (9444 : Approve Letter of Support for MS Gulf Coast Youth Health Coalition)

BOARD OF SUPERVISORS

Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Telephone (228) 467-0172
Fax (228) 467-2691

July 6, 2021

MS Gulf Coast Youth Health Coalition
Attn: Kelsey Keel, MPH
11975 Seaway Road, Suite B220
Gulfport, Mississippi 39503

Reference: Let's Go! Gulf Coast App

Dear Kelsey Keel,

Please accept this letter from the Hancock County Board of Supervisors in support of the MS Gulf Coast Youth Health Coalition's proposal to develop the Let's Go! Gulf Coast App, in an effort to combat childhood and adult obesity in our MS Gulf Coast communities by highlighting opportunities for outdoor recreational activities in our three coastal counties along with providing health education and creating a virtual community around health and wellness.

We recognize that community characterists play a key role in individual-level health outcomes, therefore we strongly support this grant application and its focus on addressing various social determinants of health, such as the neighborhood and physical environment, social support networks, education, and access to healthy food, as a tactic to combat obesity, a health priority.

By signing this letter, it is agreed that this letter of support does not commit Hancock County to any financial obligation in regard to the Let's Go! Gulf Coast App, but solely offers support of the MS Gulf Coast Youth Health Coalition's endeavors to promoting healthy lifestyles and the grant application.

The MS Gulf Coast Youth Health Organization will take responsibility to lead the Let's Go! Gulf Coast App's development, launch, and sustainability in an effort to reduce obesity by increasing awareness and opportunities for physical activity and healthy eating in Hancock, Harrison, and Jackson counties.

We look forward to improving the health and lifestyles of our Mississippi Gulf Coast youth and families.

Sincerely,

Scotty Adam, Board President

Attachment: 20210706 - Letter of Support.MS Gulf Coast Youth Health Coalition (9444 : Approve Letter of Support for MS Gulf Coast Youth

Hancock County
Monthly Response Time Report

May 2021	Number of Emergency Calls*	Response Time Compliance %	Avg Response Time
Bay St Louis	99	72%	14:00
Waveland	68	62%	14:05
Diamondhead	87	47%	15:58
Hancock County Rural	211	67%	20:40
Total	465		

Emergency calls are defined as all Priority 1 calls, which are emergency life-threatening calls. These are the emergency calls AMR is responsible to report as regulated by the county contract.

The average response time for all Priority 1(emergency life-threatening calls) listed above ***without claiming any exceptions is 17:22***

List of exceptions in accordance with the current agreement:

Road Construction / Traffic	2
Incorrect address	1
Patient Refused	46
Multiple Emergency Calls / Saturation	34
Multiple Unit Response	0
Severe Weather	10
No Patient Found	32
Scene Not Secure	7
Train	1
Total	**133**

Respectfully,

Billy Shipp, EMS Chief
American Medical Response – Gulfport

**Priority Levels for Calls including emergency and non-emergency:
P1- Emergency Life-threatening
P2- Emergency Non-Life threatening
P3- Non-Emergency, Non-scheduled
P4- Non-Emergency, Scheduled

Attachment: May 2021 Hancock County All Zones Report (8381 : Spread AMR's May 2021 All Zones Report)

(To Be Typed on Contractor's LETTERHEAD)

EXHIBIT A

IRREVOCABLE DIRECTIVE OF DRAW PROCEEDS

TO: **Hancock County Board of Supervisors** ("Obligee")
Attn: Maureen Anderson

Black Diamond Construction, LLC ("Contractor") and Great Horn Financial Services, LLC ("Agent") have entered into a Disbursement Control Agreement relative to the construction of a project known as: Hancock County – Beach Maintenance 2021-2022 (Estimated Contract Price = $ 436,920.00). Great Horn Financial Services, LLC is to be employed directly by the Contractor and is in no way a party to the agreement between the Obligee and Contractor.

The Disbursement Control Agreement between the Contractor and Great Horn Financial Services, LLC requires that the Obligee direct all contract funds to be deposited into a Joint Disbursement Account that has been set up by the Contractor. The Obligee signing herein below irrevocably certifies that all payments made to the Contractor for the construction described above will be endorsed on the back of the payment check, draft or voucher to include the words: "Deposit Only To Disbursement Control Account # (to be provided), SunTrust Bank, Maryland". All payments are to be mailed to the Contractor in care of Great Horn Financial Services, LLC at the following address: P.O. Box 4306. Timonium, MD 21094, or wire transferred directly to the above-described account (additional banking information below):

If by wire or ACH, please route via:

SunTrust Bank
FBO: Black Diamond Construction, LLC
ABA: Routing No. 061000104 (wire transfers)
Account No. TBD

By signing this Agreement, Obligee further agrees to immediately notify Great Horn Financial Services, LLC of any mechanic's liens, stop notices or claims to the contract funds relative to performance by Contractor.

This certification is irrevocable by the Obligee and can only be changed by written directive of the Contractor with written consent of Liberty Mutual Insurance Company and written consent of Great Horn Financial, LLC.

Black Diamond Construction, LLC

By: _____, President

Date: 6 | 18 | 21

Hancock County Board of Supervisors

By: _____

Date: 6-21-2021

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

The parties to this AGREEMENT have executed it on the day first written above.

Great Horn Financial Services, LLC

_____
(Signature)
Matthew N. Hodson, President

Attachment: 20210706 - Irrevocable Directive of Draw Proceeds - Hancock County Beach Maintenance - Black Diamond Construction, LLC

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, MOBILE DISTRICT
P.O. BOX 2288
MOBILE, AL 36628-0001

CESAM-RD-M

June 16, 2021

PUBLIC NOTICE NO. SAM-2019-00709-PAH

JOINT PUBLIC NOTICE
U.S. ARMY CORPS OF ENGINEERS

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF POLLUTION CONTROL (MDEQ)

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

PROPOSED WETLAND FILL FOR RUNWAY CREATION, STENNIS INTERNATIONAL AIRPORT, HANCOCK COUNTY, MISSISSIPPI

This District has received an application for a Department of the Army (DA) permit pursuant to Section 404 of the Clean Water Act (33 USC 1344). Please communicate this information to interested parties.

APPLICANT: Hancock County Port and Harbor Commission
14054 Fred and Al Key Road
Kiln, MS 39556

WATERWAY AND LOCATION: In waters of Bayou Marone, adjacent to the Stennis International Airport, Section 12, Township 8 South, Range 15 West, Kiln, Hancock County, Mississippi (latitude 30.3632° North, longitude 89.4570° West).

PROPOSED WORK: The applicant proposes to fill 65.77 acres of wetlands for the construction of a 5000-foot assault landing strip with 400-foot taxiway; construction of 2 new aprons; and the creation a new buffer area around the strip.

The applicant proposes the purchase of mitigation credits to offset impacts associated with this project.

All Comments should be received no later than 30 days from the date of this Public Notice. If you have any questions concerning this publication, you may contact the project manager at (251) 690-3222, or email at philip.a.hegji@usace.army.mil. Please refer to the above Public Notice number.

MOBILE DISTRICT
U.S. Army Corps of Engineers

Enclosures

Attachment: 20210706 - Joint Public Notice U.S. Army Corps of Engineers - Wetland fill for runway creation, Stennis Airport (8364 : Spread Joint

General

Order ID: 1266
Export ID:
Status: approved
Price: 19.08
Order date: Jun 28, 2021 03:01 PM
Transcation ID:
Payment handler:
Category: 990 Notices; 997 Public Notices
Package: Legal Advertising
Package type: hybrid
IP Address: 99.113.133.65

Contact

Hancock County Board of Supervisors
854 Highway 90 Suite A
Bay St. Louis, MS 39520
228-467-0172
Valerie.Fitts@co.hancock.ms.us

Schedule

June 2021

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2021

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Start date Jun 30, 2021 - 1 week run

Ad text

IN THE CHANCERY COURT OF HANCOCK COUNTY, MISSISSIPPI IN RE: VALIDATION OF $7,000,000 HANCOCK COUNTY, MISSISSIPPI GENERAL OBLIGATION BONDS, SERIES 2021 (THE "BONDS") NO: 23CH 1:21-cv-355-MA NOTICE TO TAXPAYERS TO: THE TAXPAYERS OF THE HANCOCK COUNTY, MISSISSIPPI You are hereby notified that the matter of the validation of the above-described obligation will be heard on the 9th day of July, 2021, at 9 o'clock a.m., in the Chancery Court of Hancock County, Mississippi, at the Hancock County Courthouse in the City of Bay St. Louis, Mississippi, at or before which time and date written objections to the validation of the issuance of said obligation, if any, must be filed. By order of the Chancellor, this the 28th day of June, 2021. TIMOTHY A. KELLAR CHANCERY CLERK HANCOCK COUNTY, MISSISSIPPI BY: LARRINELL SCARBOROUGH, D.C. 06/30/21

Fields

Ad text

IN THE CHANCERY COURT OF HANCOCK COUNTY, MISSISSIPPI IN RE: VALIDATION OF $7,000,000 HANCOCK COUNTY, MISSISSIPPI GENERAL OBLIGATION BONDS, SERIES 2021 (THE "BONDS") NO: 23CH 1:21-cv-355-MA NOTICE TO TAXPAYERS TO: THE TAXPAYERS OF THE HANCOCK COUNTY, MISSISSIPPI You are hereby notified that the matter of the validation of the above-described obligation will be heard on the 9th day of July, 2021, at 9 o'clock a.m., in the Chancery Court of Hancock County, Mississippi, at the Hancock County Courthouse in the City of Bay St. Louis, Mississippi, at or before which time and date written objections to the validation of the issuance of said obligation, if any, must be filed. By order of the Chancellor, this the 28th day of June, 2021. TIMOTHY A. KELLAR CHANCERY CLERK HANCOCK COUNTY,

Attachment: NoticetoTaxpayersProof (002) (9445 : Spread Proof of Publication for the Validation of $7,000,000.00 General Obligation Bonds)

MISSISSIPPI BY: LARRINELL SCARBOROUGH, D.C. 06/30/21

Comments

(none)

Online content

IN THE CHANCERY COURT OF HANCOCK COUNTY, MISSISSIPPI IN RE: VALIDATION OF $7,000,000 HANCOCK COUNTY, MISSISSIPPI GENERAL OBLIGATION BONDS, SERIES 2021 (THE "BONDS") NO: 23CH 1:21-cv-355-MA NOTICE TO TAXPAYERS TO: THE TAXPAYERS OF THE HANCOCK COUNTY, MISSISSIPPI You are hereby notified that the matter of the validation of the above-described obligation will be heard on the 9th day of July, 2021, at 9 o'clock a.m., in the Chancery Court of Hancock County, Mississippi, at the Hancock County Courthouse in the City of Bay St. Louis, Mississippi, at or before which time and date written objections to the validation of the issuance of said obligation, if any, must be filed. By order of the Chancellor, this the 28th day of June, 2021. TIMOTHY A. KELLAR CHANCERY CLERK HANCOCK COUNTY, MISSISSIPPI BY: LARRINELL SCARBOROUGH, D.C. 06/30/21

undefined

Attachment: NoticetoTaxpayersProof (002) (9445 : Spread Proof of Publication for the Validation of $7,000,000.00 General Obligation Bonds)

Preview

IN THE CHANCERY COURT OF HANCOCK COUNTY, MISSISSIPPI

IN RE: VALIDATION OF $7,000,000 HANCOCK COUNTY, MISSISSIPPI GENERAL OBLIGATION BONDS, SERIES 2021 (THE "BONDS")

NO: 23CH 1:21-cv-355-MA

NOTICE TO TAXPAYERS

TO: THE TAXPAYERS OF THE HANCOCK COUNTY, MISSISSIPPI

You are hereby notified that the matter of the validation of the

Attachment: NoticetoTaxpayersProof (002) (9445 : Spread Proof of Publication for the Validation of $7,000,000.00 General Obligation Bonds)

Attachment: NoticetoTaxpayersProof (002) (9445 : Spread Proof of Publication for the Validation of $7,000,000.00 General Obligation Bonds)

The Sea Coast Echo

POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

PERSONALLY appeared before me the undersigned authority in and for said County and State, MICHAEL SCHUVER, vice president of THE SEA COAST ECHO, a newspaper published in the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 1 weeks to-wit:

On the 30th day of June 2021

On the _____ day of _____ 2021

On the _____ day of _____ 2021

On the _____ day of _____ 2021

Vice President

IN THE CHANCERY COURT OF
HANCOCK COUNTY, MISSISSIPPI
IN RE: VALIDATION OF $7,000,000
HANCOCK COUNTY, MISSISSIPPI
GENERAL OBLIGATION BONDS,
SERIES 2021 (THE "BONDS")
NO: 23CH 1:21-cv-355-MA
NOTICE TO TAXPAYERS
TO: THE TAXPAYERS OF THE
HANCOCK COUNTY, MISSISSIPPI
You are hereby notified that the matter of the validation of the above-described obligation will be heard on the 9th day of July, 2021, at 9 o'clock a.m., in the Chancery Court of Hancock County, Mississippi, at the Hancock County Courthouse in the City of Bay St. Louis, Mississippi, at or before which time and date written objections to the validation of the issuance of said obligation, if any, must be filed.
By order of the Chancellor, this the 28th day of June, 2021.
TIMOTHY A. KELLAR
CHANCERY CLERK
HANCOCK COUNTY, MISSISSIPPI
BY: LARRINELL SCARBOROUGH, D.C.
06/30/21

Sworn to and subscribed before me A NOTARY PUBLIC

This 9th day of July 2021

STATE OF MISSISSIPPI
NATHAN SCHUVER
NOTARY PUBLIC
ID No. 198965
Commission Expires
April 16, 2024
HARRISON COUNTY

Attachment: Certified Proof of Publication Bond (9445 : Spread Proof of Publication for the Validation of $7,000,000.00 General Obligation

MEMORANDUM OF UNDERSTANDING

BETWEEN

HANCOCK COUNTY, MISSISSIPPI

AND

Kiln Utility and Fire District of Hancock County, Mississippi

This **MEMORANDUM OF UNDERSTANDING** (this "Agreement") is executed by and between **HANCOCK COUNTY, MISSISSIPPI** (the "County"), a political subdivision of the State of Mississippi, acting by and though its Board of Supervisors, and the **KILN UTILITY AND FIRE DISTRICT OF HANCOCK COUNTY, MISSISSIPPI** Kiln acting by and through its Board, and is effective as of the last signature hereon.

WITNESSSETH:

WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds).

WHEREAS, the Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).

WHEREAS, through the Fiscal Recovery Funds, Congress provided State, local, and Tribal governments with significant resources to respond to the COVID-19 public health emergency and its economic impacts through four categories of eligible uses. Section 602 and section 603 contain the same eligible uses. Sections 602(c)(1) and 603(c)(1) provide that funds may be used:

(a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

Attachment: County KWFD Agreement (8382 : Approve MOU with Hancock County and Kiln Utility and Fire District.)

(c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and

(d) To make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, pursuant to Section 603 (c)(3) to Title VI of the Social Security Act, which was amended by the ARPA, the County is authorized to provide ARPA funds to the KWFD for the provision of work authorized by the ARPA; and

WHEREAS, the County and the KWFD wish to construct certain public infrastructure improvements that are located within the KWFD limits, which are improvements and extensions of water utilities as more fully described herein; and

WHEREAS, the County and the KWFD desire to work in coordination and cooperation with each other in a government-to-government relationship for the benefit of both parties; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the County and the City do hereby agree as follows:

I. PURPOSE

The purpose of this Cooperative Agreement is to establish a protocol for, and define the respective responsibilities and obligations of the County and the KWFD with respect to their joint and cooperative efforts to complete the "Project," which consists of installing approximately 1,000 LF of 8" PVC and HDPE water main, road and bayou bores, fire hydrants, valves and booster pump along Kiln Delisle Road from Magnolia Drive to Kapalama Road, with Hancock County only obligating itself to the first phase of this project, which is estimated to not required more than $250,000.00 for construction costs.

II. CONTACT PERSONS

It is understood by both parties that the County executes all its orders and directives through its Board of Supervisors. It is understood by both parties that the KWFD executes all of its orders and directives through its Board.

Unless otherwise notified in writing to the contrary, the appropriate contact person (the "County Designated Officer") for the County for matters pertaining to this Cooperative Agreement shall be:

Hancock County Board of Supervisors
President, Board of Supervisors
Scotty Adam, President

Attachment: County KWFD Agreement (8382 : Approve MOU with Hancock County and Kiln Utility and Fire District.)

Eddie Favre, County Administrator
854 Highway 90, Suite A
Bay St. Louis, Mississippi 39520
Telephone: 228-467-0172
Facsimile: 228-467-2691

Unless otherwise notified in writing to the contrary, the appropriate contact person (the "KWFD Designated Officer") for the KWFD for matters pertaining to this Cooperative Agreement shall be:

Kiln Utility and Fire District of Hancock County, Mississippi
Patricia Sp. Cuevas, Chairman
Post Office Box 508
Kiln, MS 39556
T: 228-225-2595
F: 228-255-3177

By notice to the other party hereunder, the County Designated Officer or the KWFD Designated Officer may designate representatives to carry out the purposes of this Agreement.

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

III. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

It is understood and agreed that this undertaking is pursuant to the authority set forth in Section 17-13-1 of the Miss. Code 1972 as amended, which expressly authorizes the County and KWFD to enter into this agreement to secure, and provide for expenditures of Fiscal Recovery Funds.

A separate entity or administrative body is not created under the Agreement. In addition to the requirements below, each entity will structure the contracts within their best efforts so as to ensure the ability of the use of Fiscal Recovery Funds for the construction.

A. The County hereby covenants, warrants and agrees as follows:

1. To make available for use on the Project Fiscal Recovery Funds in an amount not to exceed $250,000.00 committed to that this as an eligible purpose for items for the Project. The County shall have no obligation to commit any funds in an amount to exceed that amount even if necessary to complete the work. Further, The County's allocation herein shall be limited to the extent the funds would be committed to a purpose eligible

Attachment: County KWFD Agreement (8382 : Approve MOU with Hancock County and Kiln Utility and Fire District.)

under the ARPA. The County reserves the right to reduce or exclude the amount of funds. The County's use of the funds is contingent upon the construction being compliant with the uses allowed of ARPA funds.

2. Upon receipt of each invoice from the KWFD for payments to contractors for work done on the Project, to approve for payment the invoices in a timely manner. The KWFD shall submit all invoices to the County Designated Officer with copy to Eddie Favre.

3. To assist the KWFD in every reasonable and appropriate manner in providing any State or Federal entity with financial, statistical and other records and reports as may be requested for audit purposes or required by state and federal regulations and guidelines.

B. The KWFD hereby covenants, warrants and agrees as follows:

1. To perfect all functions necessary to complete the Projects, including design, right-of-way acquisition, and construction.

2. To conform the Projects to appropriate details and requirements of the ARPA.

3. To provide construction engineering for the Project through a consultant engineer contract.

4. To proceed with the advertisement, receipt of bids, and opening of bids in accordance with State Contract Procurement law, ARPA procurement law, standard procedures, and coordinate with the County to ensure the County's compliance with all ARPA requirements, and any other requirements applicable to Fiscal Recovery Funds. The KWFD shall provide the County, in advance of advertisement, the procedures to be utilized by the KWFD for procurement such as to allow the County's concurrence as to the compliance with applicable laws, rules and regulations.

5. To award the contract or contracts for construction of the Projects.

6. To timely pay all consultants, contractors, and other persons and firms who perform work on the Projects, and provide and submit to the County invoices and all appropriate information from contractors, and others reflecting actual expenditures, along with any other documentation required by the County.

7. If the funds provided by the County are not sufficient to pay fully the complete cost of the Projects, the KWFD shall defray such additional

Attachment: County KWFD Agreement (8382 : Approve MOU with Hancock County and Kiln Utility and Fire District.)

expense as may be necessary to complete the Projects substantially in accordance with the plans and specifications.

8. Upon satisfactory completion, to accept the Project and to maintain it in accordance with all applicable state and federal laws and regulations.

9. To comply, in the conduct of the Projects, with the provisions of Title VI of the 1964 Civil Rights Act.

10. To assist the County in every reasonable and appropriate manner in providing any State or Federal entity with financial, statistical or other records and reports as may be requested for audit purposes or required by state and federal regulations and guidelines.

11. Any costs not eligible for ARPA funding shall not be the liability of the County, but of the KWFD.

12. To comply with any other applicable state, local and federal laws and regulations, and any requirements pertaining to the Project.

13. The KWFD shall be the owner of the work and shall be the recipient of ownership of the completed work following construction. The KWFD acknowledges and understands that it (to the exclusion of the County) is solely responsible for any contractual duties of the owner in any construction, administrative, engineering, architectural or other contract related to the project. The County shall have no responsibility or obligation to those contractual requirements.

IV. GENERAL PROVISIONS AND RESPONSIBILITIES

1. This Agreement is made in the best interests of the citizens of the KWFD and Hancock County, Mississippi, and is expected to provide standard health, safety and welfare benefits. The parties hereto agree to cooperate in good faith, to the end that the Project is completed in the most timely manner possible.

2. The County has agreed to make available for the Projects certain funds made available through the Fiscal Recovery Funds as described above, but will not be responsible for any additional funding. The KWFD asserts that it has sufficient funds available from other sources to complete the Project, regardless of whether any additional funds are made available through any other entity.

3. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any party or third party not a signatory hereto.

Attachment: County KWFD Agreement (8382 : Approve MOU with Hancock County and Kiln Utility and Fire District.)

V. AMENDMENTS

This Agreement may be amended in writing as mutually agreed upon by the parties.

VI. TERMINATION

Prior to award of any contract for the construction phase of the Projects, this agreement may be terminated by either party on sixty (60) days written notice. Once a contract for the construction of the Projects has been awarded, this agreement may only be terminated by written agreement of the parties. In either event, the party requesting termination shall be responsible for all reasonable and necessary costs to close out any awarded contract(s) unless one of the parties elects to continue the project at its sole expense, without recourse. Termination of this agreement shall not, in and of itself, be considered as cancellation of any other contract made in furtherance of this agreement.

This agreement shall not create rights in any person(s) or entity(ies) not a signatory hereto.

VII. DISPOSITION OF PROPERTY

Throughout the operation of this Agreement and following its expiration, all property affected by the Project is owned by the KWFD before the effective date hereof shall remain property of the KWFD. All property acquired for the purposes of work on the Projects shall be disposed of as described hereinabove with the KWFD being the owner following construction.

VIII. SEVERABILITY

Should any provision of this Cooperative Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possibly to do so, the remainder of this Agreement shall remain in full force and effect.

IX. AUTHORITY

Authority for this Agreement has been granted by the Mississippi State Legislature pursuant to Section 17-13-1 *et seq.* of the Code.

SO EXECUTED AND AGREED THIS _____ DAY OF August, 2021.

HANCOCK COUNTY, MISSISSIPPI

By:_____

President, Board of Supervisors, Scotty Adam

Attachment: County KWFD Agreement (8382 : Approve MOU with Hancock County and Kiln Utility and Fire District.)

Attest:

By: _____

Clerk, Board of Supervisors, Tim Kellar

KILN UTILITY AND FIRE DISTRICT
OF HANCOCK COUNTY, MISSISSIPPI

By: _____

Chairman, Patricia S. Cuevas

Attest:

By: _____
Byron Ladner, Secretary

Attachment: County KWFD Agreement (8382 : Approve MOU with Hancock County and Kiln Utility and Fire District.)

RESOLUTION APPOINTING AND APPROVING HANCOCK COUNTY BOARD OF SUPERVISORS' RE-APPOINTMENT OF MELANIE MITCHELL TO THE HANCOCK COUNTY HUMAN RESOURCE AGENCY

WHEREAS, the Hancock County Board of Supervisors is authorized by Mississippi Code Section 17-15-1 to create a Human Resource Agency;

WHEREAS, the Hancock County Board of Supervisors have so created the Hancock County Human Resource Agency by order approved by the Supervisors on their minutes;

WHEREAS, pursuant to Mississippi Code Section 17-15-3, the membership of the Hancock County Human Resource Agency includes 5 members appointed by the Board of Supervisors of Hancock County, with each supervisor to recommend the appointment of one member;

WHEREAS, Supervisor District 3 moved for the re-appointment to the HRA as his appointment, Melanie Mitchell, and that motion was seconded by Supervisor District _____, and the motion was approved by the following vote:

Supervisor District 1:

Supervisor District 2:

Supervisor District 3:

Supervisor District 4:

Supervisor District 5:

NOW BE IT HEREBY RESOLVED by this Resolution and Order of the Hancock County Board of Supervisors, that Melanie Mitchell is re-appointed and approved to serve on the Hancock County Human Resources Agency by virtue of her appointee of District 3 Supervisor as approved by the Board of Supervisors. Melanie Mitchell's term of appointment will end July 2025.

SO RESOLVED AND ORDERED by the Hancock County Board of Supervisors on this the 6th day of July, 2021.

Scotty Adam, Board President
Hancock County Board of Supervisors

Kodie Koenenn, Vice President
Hancock County Board of Supervisors

Attested by:

Clerk of Hancock County Board of Supervisors

Attachment: 20210706 - Resolution to Re-Appoint Melanie Mitchell to HCHRA (9429 : Approve Resolution to Re-Appoint Melanie Mitchell to the

RESOLUTION APPOINTING AND APPROVING HANCOCK COUNTY BOARD OF SUPERVISORS' RE-APPOINTMENT OF MELANIE MITCHELL TO THE HANCOCK COUNTY HUMAN RESOURCE AGENCY

WHEREAS, the Hancock County Board of Supervisors is authorized by Mississippi Code Section 17-15-1 to create a Human Resource Agency;

WHEREAS, the Hancock County Board of Supervisors have so created the Hancock County Human Resource Agency by order approved by the Supervisors on their minutes;

WHEREAS, pursuant to Mississippi Code Section 17-15-3, the membership of the Hancock County Human Resource Agency includes 5 members appointed by the Board of Supervisors of Hancock County, with each supervisor to recommend the appointment of one member;

WHEREAS, Supervisor District 3 moved for the re-appointment to the HRA as his appointment, Melanie Mitchell, and that motion was seconded by Supervisor District 4, and the motion was approved by the following vote:

Supervisor District 1: yes
Supervisor District 2: yes
Supervisor District 3: yes
Supervisor District 4: yes
Supervisor District 5: yes

NOW BE IT HEREBY RESOLVED by this Resolution and Order of the Hancock County Board of Supervisors, that Melanie Mitchell is re-appointed and approved to serve on the Hancock County Human Resources Agency by virtue of her appointee of District 3 Supervisor as approved by the Board of Supervisors. Melanie Mitchell's term of appointment will end July 2025.

SO RESOLVED AND ORDERED by the Hancock County Board of Supervisors on this the 6th day of July, 2021.

Scotty Adam, Board President
Hancock County Board of Supervisors

Kodie Koenenn, Vice President
Hancock County Board of Supervisors

BOARD OF SUPERVISORS HANCOCK COUNTY

Attested by:

Timothy A. Kellar
Clerk of Hancock County Board of Supervisors

CHANCERY CLERK HANCOCK COUNTY, MS

Attachment: 20210706 - Resolution to Re-Appoint Melanie Mitchell to HCHRA - signed (9429 : Approve Resolution to Re-Appoint Melanie

APPROVE AND AUTHORIZE PRESIDENT TO SIGN LEASE AGREEMENT FOR PROPERTY FOR PROPOSED CATAHOULA PLAYGROUND/PARK, AND APPROVE NAMING PARK IN MEMORY OF MR. WILLIE SELLERS

There came on for consideration the matter of the following Lease Agreement for the proposed Catahoula Playground/Park.

LEASE AGREEMENT

This lease agreement, entered into this 25th day of March, 1999, by and between Little Providence Baptist Church, acting by and through its Trustees, JOHN T. NEWKIRK, ROGER JAMES, and CHARLES RAY THOMAS and the Estate of Willie Sellers, deceased, acting by and through its representatives, HELEN HAMPTON and MARGUERITE HAWTHORNE hereinafter referred to as LESSOR, and HANCOCK COUNTY, hereinafter referred to as LESSEE, WITNESSETH:

1. The Lessor herein is the owner of the following described property, located in Hancock County, Mississippi, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

2. That the lessor herein does hereby lease and let unto the lessee herein said above described property for the purpose of constructing a community playground, for a period of twenty-five (25) years, from the date of execution of this lease by all parties. In lieu of rental, the lessee agrees to the removal from the Ad Valorem tax rolls, said property as long as it is leased to the lessee and the lessee herein agrees to furnish the playground with the equipment set out on the list attached hereto, marked Exhibit "B" and made a part hereof.

3. It is agreed and understood by and between the parties hereto, that should the above described property cease to be used as a playground for a period of six months then this lease shall be considered to be null and void, at the option of the lessor, and upon written notice by the lessor to the lessee, lessee shall have thirty days to remove the movable property and equipment from the premises.

WITNESS our signatures this 25th day of March, 1999.

LITTLE PROVIDENCE BAPTIST CHURCH

By: John T. Newkirk
JOHN T. NEWKIRK, TRUSTEE

Roger James
ROGER JAMES, TRUSTEE

Charles Ray Thomas
CHARLES RAY THOMAS, TRUSTEE

HANCOCK COUNTY

By: Philip Moran
PRESIDENT

Timothy A. Kellar
SECRETARY

ESTATE OF WILLIE SELLERS

By: Helen Hampton
HELEN HAMPTON

Marguerite Hawthorne
MARGUERITE HAWTHORNE

The Willie Sellers family agrees to this lease only if the park is named in memory of Mr. Willie Sellers.

MAR-01-99 04:29 PM 4372531439 2284673518 P.01

8.D.1.a

Attachment: Minutes of the Board of Supervisors - March 25, 1999 (8370 : Authorize the purchase and placement of a sign at Catahoula Park in

Packet Pg. 1058

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, on this the 22 day of March, 1999, within my jurisdiction, the within named LITTLE PROVIDENCE BAPTIST CHURCH, acting by and through its Trustees, and ESTATE OF WILLIE SELLERS, decedent, acting by and through its representatives, who acknowledged that they executed the above and foregoing instrument.

Billie Lyon
NOTARY PUBLIC

My Commission Expires:
MY COMMISSION EXPIRES MAY 22, 1999

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

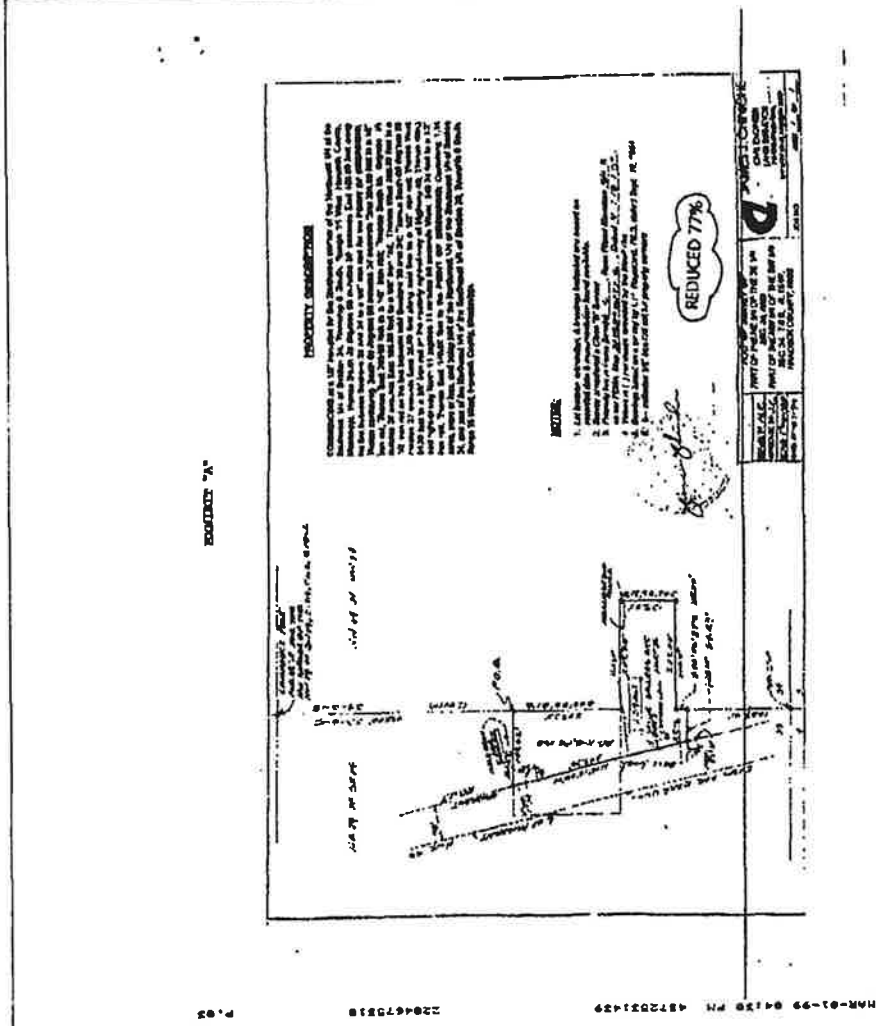
Personally appeared before me, the undersigned authority in and for the said County and State on this the 22 day of March, 1999, the within named Philip Moran and Timothy Kellar, President and Secretary of Hancock County Board of Supervisors, who acknowledged that they executed the above described instrument after being authorized by said County to do so.

Billie Lyon
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES MAY 22, 1999

Attachment: Minutes of the Board of Supervisors - March 25, 1999 (8370 : Authorize the purchase and placement of a sign at Catahoula Park in



Whereupon it was moved by Supervisor Rodrick Pullman, seconded by Supervisor Lyonie Ladner, that the foregoing Lease Agreement with Little Providence Baptist Church, acting by and through its Trustees John T. Newkirk, Roger James, Charles Ray Thomas and the Estate of Willie Sellers, for the property for the proposed Catahoula Playground/Park, be and it is hereby approved and the President be and he is hereby authorized to sign same, and that said Park be and it is hereby named in memory of Mr. Willie Sellers.

The matter then being put to a roll call vote, the result was as follows:

Those voting Yes: Supervisors Lyonie Ladner, Rodrick Pullman, Lisa Cowand, Steve Seymour and Philip Moran.

Those voting No: None.

The motion having received the unanimous affirmative vote of all members of the Board, the President declared the motion carried this the 25th day of March, 1999.

****

8.D.1.a

Attachment: Minutes of the Board of Supervisors - March 25, 1999 (8370 : Authorize the purchase and placement of a sign at Catahoula Park in

Packet Pg. 1060