Hancock County Board of Supervisors

Regular Meeting Minutes

May 17, 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, County Attorney, Gary Yarborough, Comptroller, Nancy Kelly, Tax Assessor, Jimmie Ladner, County Engineer, Geoff Clemons, Road Manager, Vic Johnson, and Deputy Clerk, Valerie Fitts were all present in the Board Meeting room. EMA Director, Brian 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.A.1. Correct Resolution Number to #20210510-07 on Motion 8153.

6.A.2. Correct Resolution Number to #20210510-05 on Motion 8154.

7.D.1. Motion to approve the quote and authorize the Board President to sign the service order from Unity Fiber for the fiber build between the Hancock County EOC data center and the Hancock County Health and Human Services building in preparation of the Youth Court move. The price is $734.00 per month for 60 months.

8.I.5.Motion to authorize Board President to sign the award terms for the American Rescue Acts Funds, contingent upon County Attorney review.

8.I.6. Motion to spread on the Minutes, FEMA's Eligibility Determination Memorandum of a Covid-19 project and authorize County Attorney to begin the Appeal process.

8.K.4. Motion to approve and authorize signature on storm water drainage improvement projects agreements with Overstreet & Associates, Neel-Schaefer, Hargrove, Compton Engineering, Inc., and two agreements with Brown, Mitchell & Alexander, Inc, and spread all agreements on the Minutes.

8.J.5. Motion to Ratify Pauper Declaration regarding Ralf Black as recommended by Derek Turnage, Coroner.

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

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

4. Announcements

A. The next regular scheduled Board of Supervisor's meeting will be held at 9:00 a.m. on Monday, June 7, 2021.

B. Biweekly payroll for ending date May 08, 2021 with check date May 14, 2021 totaled $711,640.72.

C. The Law Enforcement Memorial will be held on Thursday, May 20, 2021, at the Hancock County Courthouse, 152 Main Street, Bay St. Louis, MS, at 11:00 a.m.

D. Bids will be received by the Hancock County Board of Supervisors at 854 Highway 90, Bay St. Louis, MS 39520 until 11:00 a.m., this morning, for Repairs to Hancock County Arena.

E. Bids will be received by the Hancock County Board of Supervisors at 854 Highway 90, Bay St. Louis, MS 39520 until 11:00 a.m., this morning, for Replacement of Bridge No. 1 on Crane Creek Road.

F. 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., Monday, June 7, 2021, for Replacement of Bridge No. 48 Bogue Houma Bayou on Flat Top Road.

G. 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., Monday, June 7, 2021, for the Sale of Real Property located at 0 Necaise Avenue, Bay St. Louis, MS, Parcel No. 149M-1-29-052.000.

H. 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., Monday, June 7, 2021, and shortly thereafter opened and read for Replacement of Bridge No. 2 on Anner Necaise Road.

I. Request for Qualifications will be received by the Hancock County Board of Supervisors at 854 Highway 90, Bay St. Louis, MS 39520 until 10:00 a.m., June 7, 2021, for the following three FEMA/FEMA projects: Replacement of Washington Street Pier – all FEMA funds; Repair and Extension of Clermont Pier – FEMA and Tidelands funds; and Renourish and Repairs of Hancock County Beach (this includes walking path repairs) – all FEMA funds.

5. Bid Openings

1. Motion to spread on the Minutes, the Proof of Publication for Repairs to Hancock County Arena.

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

2. Motion to spread on the Minutes, the Proof of Publication for Replacement of Bridge No. 1 on Crane Creek Road.

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

3. Motion to open and take under advisement Bids received for Repairs to Hancock County Arena.

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

4. Motion to open and take under advisement Bids received for Replacement of Bridge No. 1 on Crane Creek Road.

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

6. External Business Agenda

A. Port & Harbor Commission

1. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20210510-07, approving the May 10, 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 #20210510-05, authorizing execution of Task Order #10 to Kutchins and Groh, LLC, for professional services associated with preparing FY2021 Port Infrastructure Development Program Grant (PIDP) for Port Bienville Railroad Storage Yard, at A Cost Not To Exceed $52,500.00.

   The record reflects this Item is contingent upon Port and Harbor Commission's approval of the budget amendment.

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

3. Motion to accept Hancock County Port & Harbor Commission's Resolution #20210510-10, spreading on the Minutes, the Executed Change Order No. 3 for Zero Cost and 42 Day Time Extension on Project AP1701–Restore Hangar Phase II to Drace Construction Corporation for Asphalt Parking Modifications, Access Control And Wall Hydrants.

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 #20210510-06, authorizing Chief Executive Officer to Execute Work Authorization #9 from Kutchins And Groh, LLC, to update the Minimum Standards for Commercial Activities, Rules and Regulations, Airport's Published Rates and Charges, and Conduct Strategic Revenue Strategies for Various Aeronautical Assets in a Not To-Exceed Amount of $33,387.50.

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

B. Wilson Thomas, CEO, Ochsner Medical Center

1. Presentation from Wilson Thomas the new Chief Executive Officer at Ochsner Medical Center, Bay St. Louis.

RESULT: **NO ACTION TAKEN**

C. Jacob Ladner - Discussion

1. Discussion from Jacob V. Ladner and possibly other residents regarding medical response.

RESULT: **NO ACTION TAKEN**

7. Departmental Agendas

A. Emergency Management Agency

1. Motion to spread on the Minutes, the approval by the Hancock County E-911 Commission to dissolve the tower usage agreement with Backyard Wireless for Port Bienville tower site due to the frequency interference with AT&T causing his equipment to not function properly.

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

2. Motion to approve promoting dispatcher Karmen Necaise to B Night Shift Supervisor to replace Anna Humphrey, at a rate of pay of $15.09 per hour, effective May 14, 2021, with a 90-day probationary period.

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

3. Motion to accept and spread on the Minutes, the resignation of Aimee Cyr, effective May 11, 2021.

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

4. Motion to approve hiring Brittany J. Castiglia as full time dispatcher to replace Ashley Ladner that transferred to EMA, at a rate of pay of $10.50 per hour, effective May 17, 2021, pending successful completion of physical and drug screening, with a 90-day probationary period.

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

5. Motion to hire Courtney Altchek as full time dispatcher to replace Karmen Necaise, at a rate of pay of $10.50 per hour, effective May 17, 2021, pending successful completion of physical and drug screening, with a 90-day probationary period.

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

6. Motion to hire Mary Ann Palmer as full time dispatcher at a rate of pay of $10.50 per hour to replace Aimee Cyr, effective May 17, 2021, pending successful completion of physical and drug screening, with a 90-day probationary period.

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

7. Motion to approve the transfer of Ashley Ladner from E-911 Dispatch to EMA to fill the position of Administrative Assistant, at the rate of pay of $12.50 per hour, effective May 24, 2021. After a 90-day probationary period, an adjustment in pay will be considered.

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

B. Animal Shelter

C. Justice Court

1. Motion to approve hiring Rachel Sekinger for full time Prosecutor's Assistant Position, at a rate of pay of $12.50 per hour, effective June 21, 2021, pending successful completion of physical and drug screening.

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

D. IT Department

1. Motion to approve the quote and authorize the Board President to sign the service order from Unity Fiber for the fiber build between the Hancock County EOC data center and the Hancock County Health and Human Services building in preparation of the Youth Court move. The price is $734.00 per month for 60 months.

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

E. Purchasing

1. Motion to approve the purchase of (5) 5 Row 15' Aluminum Bleachers from BSN Sports in the amount of $16,112.95 from State Contract # 8200032213, effective May 02, 2017-September 30, 2021, for Lakeshore Ball Park. The replacements are being funded from Hurricane Zeta and insurance proceeds.

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

2. Motion to approve the purchase of eight Draeger Carbon Cylinder Air Pack Bottles, 4500 PSI, 45 minute clear (full) for Fenton Volunteer Fire Department. Low quote is $9,031.58 from NAFECO, and spread all quotes on the Minutes.

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 purchase of pavement marking paint for Road and Bridge Department. Low quote is $9,693.75 from Sherwin-Williams, and spread all quotes on the Minutes.

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

4. Motion to approve the purchase of a sign plotter machine for Road and Bridge Department. Low quote is $9,228.00 from Osburn Associates, Inc., and spread all quotes on the Minutes.

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

F. Planning and Zoning

1. Motion to approve the Planning Commission Meeting Minutes held on April 15, 2021.

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

2. Motion to have Purchasing receive quotes for removing the Safety Hazard Properties located at 16070 Old Joe Moran Rd. Kiln, Mississippi and 16042 Daytona Dr. W. Pearlington, Mississippi.

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

G. Parks & Recreation

H. Inventory Clerk

1. Motion to approve the Inventory removal and disposal of the assets listed on 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 approve the Docket of Claims for May 17, 2021 in the amount of $366,410.95.

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

J. Board Secretary

1. Motion to approve Regular Meeting Minutes of Monday May 3rd, 2021
   The record reflects Items 1 and 2 were voted on in one consent block.

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

2. Motion to approve Public Hearing Minutes of Monday May 3rd, 2021

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

8. Elected/Appointed Agendas

A. Sheriff's Office

1. Motion to approve the vehicles on the attached list to be removed from Sheriff's Office inventory and moved to the Long Beach Auction to be auctioned.

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

2. Motion to approve and authorize Board President to sign the Hancock County Sheriff's Office 154AL FY21 Sub-Grantee Budget Modification request.

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

3. Motion to spread on the Minutes the following personnel changes: A. Remove the following from payroll: • Thomas Askew – effective April 27, 2021 • Eduardo Clemente – effective May 17, 2021 • Phalba Holmes – effective May 17, 2021 • Joseph Kersanac – effective May 17, 2021 • Troy Theriot – effective May 08, 2021 B. Add Devin Bates to payroll as full time deputy, at a rate of pay of $16.20 per hour, effective May 17, 2021.

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

B. Tax Assessor

C. Circuit Clerk

D. County Court

E. Youth Court/Youth Drug Court

1. Motion to hire Margaret Bans to replace Sarah Johnson as the Youth Court DYS Intake/Prosecutor Assistant at the full time rate of $13.71 per hour, effective June 7, 2021.

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

F. Chancery Clerk

1. Motion to spread on the Minutes, the Chancery Clerk's April Land Redemption Settlement Check for $8,273.59 to the General Fund and the Settlement Report.

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

G. County Engineer

1. Motion to approve and authorize Board President sign Joint Letter of Acceptance and Order of Board for Project - SAP-23(11) M for Lower Bay Road.

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

2. Motion to approve and authorize Board President to sign the Public Trust Tidelands Lease from the Secretary of State to Hancock County for Bridge Replacement on Bayou LaCroix Road Bridge No. 45 Over Bayou Marone.

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 the Public Trust Tidelands Lease from the Secretary of State to Hancock County for Kiln Delisle Bridge Replacement – Bayou La Terre.

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

4. Motion to authorize to advertise for project - South Gate Road at Port Bienville.

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

5. Motion to approve and authorize Board President to sign Amended Task Order Request (221-076.001-1) for Elevating Beach Road from Lakeshore to Silver Slipper.

The record reflects an authorization for the related budget amendment and what source of funds.

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

6. Motion to spread on the Minutes, Addendum No. 2 for Replacement of Bridge No. 1 on Crane Creek Road.

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

7. Motion to spread on the Minutes, Addendum No. 4 for Repairs to Hancock County Arena Project.

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

H. Road Manager

1. Motion to Rescind Motion #8083 made during the May 3, 2021, Meeting to hire Patricia Palmer as a part time custodian in Buildings & Grounds as she has declined the position for the time being.

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

2. Motion to Rescind Motion #8102 made during the May 3,2021 Meeting to hire Noel Harper Jr. as a Class III laborer for the South Maintenance Road Department as he failed to show up for physical.

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

3. Motion to approve and authorize Board President to sign Annex generator maintenance agreement with Power Systems of MS to run thru May 2022 in the amount of $2,425.00.

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

4. Motion to approve a petition request from E911 to name a private road, Marie Failla Lane, off Fenton Dedeaux Rd.

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

5. Motion to authorize petition for the presently named No Name Road adjacent to the Dedeaux Storm Shelter to be added to the Road Registry and bring back to the June 7, 2021 Meeting.

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

I. Grant Administrator

1. Motion to authorize Attorney Ridge Point Consultants to proceed with all required documentation needed to acquire rights-of-way for county construction projects, and authorize County Attorney, Gary Yarborough to negotiate the terms of the price and bring back to the June 21, 2021 Meeting.

RESULT:	**TABLED [UNANIMOUS]**
	Next: 6/7/2021 9:00 AM
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize Board President to sign the Sworn Statement In Proof of Loss for County Property Insurance Claims for Zeta Damages, and spread on the Minutes, the property damages worksheet.

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

3. Motion to spread on the Minutes, the FEMA Zeta Project Obligations for County Street Sign Replacements and McLeod Park Debris Removal.

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

4. Motion to spread on the Minutes, the MDOT LPA Certifications for Grant Administrators, Maureen Anderson and April Shiyou.

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

5. Motion to authorize Board President to sign the award terms for the American Rescue Acts Funds, contingent upon County Attorney review.

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

6. Motion to spread on the Minutes, FEMA's Eligibility Determination Memorandum of a Covid-19 project and authorize County Attorney to begin the Appeal process.

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

J. County Administrator

1. Motion to approve and authorize Board President to sign the amendment to Tyler Technologies Software Agreement for the Human Resource software.

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

2. Motion to add Daniel Derek Turnage to payroll as Deputy Coroner at a rate of pay of $900.00 per month and authorize the appropriate budget amendment.

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

3. Motion to authorize County Administrator to proceed with the projected agency and departmental moves.

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

4. Discussion regarding compensation for cemetery overseers.

RESULT: **NO ACTION TAKEN**

5. Motion to Ratify Pauper Declaration regarding Ralf Black as requested by Derek Turnage, Coroner.

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

6. Motion to authorize and spread on the Minutes, the updated Proclamation for Law Enforcement Week in Hancock County for May 16, 2021 through May 22, 2021.

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

K. County Attorney

1. Motion to spread on the Minutes, the following regarding Agreement between Lockheed Martin Corporation, the State of Mississippi and Hancock County: 1. Correspondence from LMC Properties, Inc. 2. The executed and notarized Lockheed Martin Corporation (LMC) Certification of Employment for calendar year 2020 at the Stennis, MS facility, and 3. Stennis Yearly Average Headcount Summary as of December 31, 2020, which also reflects the cumulative-to-date job surplus credits.

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

2. Motion to approve and authorize signature on storm water drainage improvement projects agreements with Overstreet & Associates, Neel-Schaefer, Hargrove, Compton Engineering, Inc., and two agreements with Brown, Mitchell & Alexander, Inc, and spread all agreements on the Minutes.

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

9. Supervisors Items

A. District 1

1. Motion to waive the fee for the use of the Lakeshore Community Center on December 12, 2021 for the Foster Children's Christmas Party sponsored by CASA.

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

B. District 2

C. District 3

D. District 4

1. Motion to authorize County Attorney to re-submit advertisement to Re-Bid for 2021 Beach Vending Sites.

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

E. District 5

1. Motion to authorize the purchase of two (2) HomeAgain Universal WordScan Reader Plus by Merck pet chip readers, one for the Animal Shelter and one for the Animal Warden in the amount of ($375.00 per reader), and approve the necessary budget amendment.

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

10. Public Comments

11. Executive Session

1. Motion to Enter into Closed Session to consider the need for an Executive Session regarding a personnel issue in Tax Office.

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

2. Motion to Enter Executive Session regarding personnel issue in Tax Assessors' Office.

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

3. Motion to Exit Executive Session with no action taken.

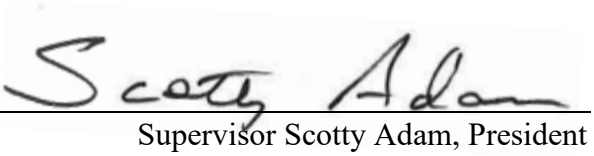
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

12. Adjourn/Recess

1. **Motion to:** Motion to adjourn the meeting at 11:21:43 AM.

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

The Minutes of the May 17, 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 31st day of March 2021

On the 7th day of April 2021

On the _____ day of _____ 2021

On the _____ day of _____ 2021

Vice President

Sworn to and subscribed before me A NOTARY PUBLIC

This 9th day of April 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 11:00 A.M., on May 3, 2021, and shortly thereafter opened and read for:
REPAIRS TO HANCOCK COUNTY ARENA
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. Cost includes shipping and handling for each set. The bid documents are non-refundable and must be purchased through the website. Returned of documents are 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. Sealed paper bids may be submitted to the Hancock County Board of Supervisors at 854 HWY 90, Bay St. Louis, MS.
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:
03/31/21, 04/07/21

Attachment: 20210503 - Proof of Publication for Repairs to Hancock County Arena (8062 : Spread Proof of Publication for Repairs to Hancock

General

Order ID: 1039
Export ID:
Status: approved
Price: 65.26
Order date: Mar 26, 2021 10:52 AM
Transcation ID:
Payment handler:
Category: 990 Notices; 997 Public Notices
Package: Legal Advertising
Package type: hybrid
IP Address: 23.123.10.55

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

March 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			

April 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	

Ad text

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Fields

Ad text

Attachment: 20210503 - Proof of Publication for Repairs to Hancock County Arena (8062 : Spread Proof of Publication for Repairs to Hancock

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 31st day of March 2021

On the 7th day of April 2021

On the _____ day of _____ 2021

On the _____ day of _____ 2021

Vice President

Sworn to and subscribed before me A NOTARY PUBLIC

This 9th day of April 2021

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

SECTION 00090
ADVERTISEMENT FOR BIDS
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Sealed Bids will be received by the HANCOCK COUNTY BOARD OF SUPERVISORS at 854 HIGHWAY 90, BAY ST. LOUIS, MS 39520 until 11:00 A.M., on May 3, 2021, and shortly thereafter opened and read for:
REPLACEMENT OF BRIDGE NO. 1 ON CRANE CREEK ROAD
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 $ 175.00 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 $70.00 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: March 15, 2021
03/31/21, 04/07/21

Attachment: 20210503 - Proof of Publication for Replacement of Bridge No. 1 on Crane Creek Road (8063 : Spread Proof of Publication for

General

Order ID: 1041
Export ID:
Status: approved
Price: 67.24
Order date: Mar 26, 2021 03:43 PM
Transcation ID:
Payment handler:
Category: 990 Notices; 997 Public Notices
Package: Legal Advertising
Package type: hybrid
IP Address: 23.123.10.55

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

March 2021

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28	29	30	31			

April 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	

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 11:00 A.M., on May 3, 2021, and shortly thereafter opened and read for: REPLACEMENT OF BRIDGE NO. 1 ON CRANE CREEK ROAD 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 $ 175.00 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 $70.00 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: March 15, 2021 03/31/21, 04/07/21

Fields

Ad text

Attachment: 20210503 - Proof of Publication for Replacement of Bridge No. 1 on Crane Creek Road (8063 : Spread Proof of Publication for

ATTACHMENT NO. 1 TO ADDENDUM NO. 5

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:

Repairs to Hancock County Arena

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: David Rush
TITLE: Managing Member
TELEPHONE: 228 255 1286

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
01	04/14/21
02	04/26/21
03	04/29/21
04	05/12/21
05	05/13/21

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: David Rush Construction (8142 : Repairs to Hancock County Arena Bids.)

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: David Rush Construction (8142 : Repairs to Hancock County Arena Bids.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 5

ARTICLE 5 – BASIS OF BID

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

BASE BID – REPAIRS TO HANCOCK COUNTY ARENA					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
1	Mobilization / Demobilization	LS	1	26,666.67	26,666.67
2	Prepare and Coat Deteriorated Column Base	EA	19	266.67	5,066.67
3	Repair Damaged Column Base (Type A)	EA	18	2,666.67	48,000.00
4	Repair Damaged Column Base (Type B)	EA	22	3,333.33	73,333.33
5	Repair Damaged Column Base (Type C)	EA	1	3,333.33	3,333.33
6	Repair Damaged Column Base (Type D)	EA	6	3,333.33	20,000.00
7	Remove and Replace Damaged Roof Purlins/Eave Channel	LF	1,500	40.00	60,000.00
8	Remove and Replace Damaged Wall Girts	LF	320	40.00	12,800.00
9	Remove and Replace Damaged Miscellaneous Trim (Color to Match Existing)	LF	1,300	40.00	52,000.00
10	Replace Damaged/Missing Downspouts (Color to Match Existing)	EA	6	400.00	2,400.00
11	Coating Roof Panel Seams (24" Wide)	LF	1,700	16.00	27,200.00
12	R-Panel for Joint Splice (36" Wide x 24" Long Section)	LF	40	266.67	10,666.67
13	Prepare and Coat All Metal Building Components in Arena and West portion of Barn	LS	1	106,666.67	106,666.67
14	Electrical Modifications at Column Bases	LS	1	2,666.67	2,666.67
	TOTAL BASE BID (TO BE READ ALOUD):			450,800.00	

ADDITIVE ALTERNATE NO. 1					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
1A	Earthwork for Concrete Slab	SY	1,100	32.47	35,714.29
1B	Provide New Concrete Slab (including joints)	SY	1,100	82.47	90,714.29
	TOTAL ADDITIVE ALTERNATE NO. 1 (TO BE READ ALOUD):			126,428.57	

Attachment: David Rush Construction (8142 : Repairs to Hancock County Arena Bids.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 5

ADDITIVE ALTERNATE NO. 2					
Item	Description	Unit	Qty.	Unit Price	Amount
2A	Coat Arena Roof (in lieu of Item 11 in Base Bid)	SQ	645	361.45	233,132.53
	TOTAL ADDITIVE ALTERNATE NO. 2 (TO BE READ ALOUD):				233,132.53

ADDITIVE ALTERNATE NO. 3					
Item	Description	Unit	Qty.	Unit Price	Amount
3A	Modify Elevated Ridge (provide ridge cap)	LF	564	19.48	10,987.01
	TOTAL ADDITIVE ALTERNATE NO. 3 (TO BE READ ALOUD):				10,987.01

ADDITIVE ALTERNATE NO. 4					
Item	Description	Unit	Qty.	Unit Price	Amount
4A	Prepare and Coat East Portion of Barn and Breezeway	LS	1	54,216.87	54,216.87
	TOTAL ADDITIVE ALTERNATE NO. 4 (TO BE READ ALOUD):				54,216.87

DEDUCTIVE ALTERNATE NO. 5					
Item	Description	Unit	Qty.	Unit Price	Amount
5A	Reduce Builder's Risk from Total Value of Arena to Value of Contract Only	LS	1	11,000.00	11,000.00
	TOTAL DEDUCTIVE ALTERNATE NO. 5 (TO BE READ ALOUD):				11,000.00

DEDUCTIVE ALTERNATE NO. 6					
Item	Description	Unit	Qty.	Unit Price	Amount
6A	Delete Builder's Risk Entirely	LS	1	15,000.00	15,000.00
	TOTAL DEDUCTIVE ALTERNATE NO. 6 (TO BE READ ALOUD):				15,000.00

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

The Owner reserves the right to award a Contract for the base bid and one, all or any combination of alternates to the lowest, responsible, responsive, qualified bidder. The Owner will adjust the final contract amount by utilizing any combination of the Bid Schedules and Alternate to adjust the scope of work for the available funds for the project.

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.

Attachment: David Rush Construction (8142 : Repairs to Hancock County Arena Bids.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 5

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 120 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.

ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF MS

COUNTY OF Hancock

BIDDER

9.01 The name of the bidder submitting this proposal is:

David Rush Construction

Headquarters Address: 18391 Runnymede Rad
Street

Pass Christian	MS	39571
City	State	Zip

228 255 1286	228 255 8842
Phone	Fax

davidg@drc.build
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:

David Rush	18391 Runnymede Rd	
Name	Street or P.O. Box	
Pass Christian	MS	39571
City	State	Zip

Attachment: David Rush Construction (8142 : Repairs to Hancock County Arena Bids.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 5

Attention: David Rush (Name) Managing Member (Title)

Submitted on May 17th, 20 21.

State Contractor License No. 14565-MC. (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): David Rush

By: David Rush (SEAL)
(Individual's signature)

Doing business as: _____

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: David Rush Construction (SEAL)

State of Incorporation: MS

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

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

Name (typed or printed): David Rush

Title: Managing Member

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in MS *[State Where Project is Located]* is 07\30\09.

Attachment: David Rush Construction (8142 : Repairs to Hancock County Arena Bids.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 5

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.)

9.03 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: David Rush

Title: Managing Member (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this 17 day of May, 2021

Notary Public – State of MS.

My Commission expires Nov. 8, 2023 (Notary Seal).

Christa Carver

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 100632 CHRISTA CARVER Commission Expires Nov. 8, 2023 HANCOCK COUNTY

Attachment: David Rush Construction (8142 : Repairs to Hancock County Arena Bids.)

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.

Repairs to Hancock County Arena
Title of Project or Subcontract

David Rush — 05/17/21
Prime or Subcontractor's Name — Signature/Date

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

Attachment: David Rush Construction (8142 : Repairs to Hancock County Arena Bids.)

3387471

Business ID: 952646
Date Filed: 08/21/2014 08:00 AM
C. Delbert Hosemann, Jr.
Secretary of State

F0101 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Certificate of Amendment

The undersigned corporation, pursuant to Senate Bill No. 2395, Chapter 402, Laws of 1994, hereby executes the following Certificate of Amendment and sets forth:

1. Name of the Limited Liability Company

David Rush Construction, LLC

2. The future effective date is (Complete if applicable)

3. The amendment to the certificate is as follows

David Rush Construction, LLC has added a new member as majority owner.

The new member is Cleodete Rush. Cleodete Rush owns 60% of the LLC.

David Rush now owns 40% of the LLC. Cleodete A. Rush's Title is Vice

President of David Rush Construction, LLC.

By: Signature David Rush (Please keep writing within blocks)

Printed Name David Rush Title managing Member

Street and Mailing Address

Physical Address 18396 Runnymede Rd

P.O. Box

City, State, ZIP5, ZIP4 Pass Christian MS 39571 -

Rev. 01/96

Attachment: David Rush Construction (8142 : Repairs to Hancock County Arena Bids.)

3387471

F0101 - Page 2 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Amendment

By: Signature Cleodete Rush (Please keep writing within blocks)

Printed Name Cleodete Rush Title Vice President

Street and Mailing Address

Physical Address 18396 Runnymede Rd

P.O. Box

City, State, ZIP5, ZIP4 Pass Christian MS 39571

Rev. 01/96

Attachment: David Rush Construction (8142 : Repairs to Hancock County Arena Bids.)

SECTION 00430
BID BOND

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

BIDDER (Name and Address):
David Rush Construction, LLC
18391 Runnymede Road
Pass Christian, MS 39571

SURETY (Name and Address of Principal Place of Business):
Old Republic Surety Company
P.O. Box 1635
Milwaulkee, WI 53201

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

BID
Bid Due Date: May 17, 2021
Project (Brief Description Including Location): **Repairs to Hancock County Arena**

BOND
Bond Number: N/A
Date (Not later than Bid due date): May 17, 2021
Penal sum Five Percent (5%) 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	SURETY
David Rush Construction, LLC (Seal)	Old Republic Surety Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: David Rush	By: Kathleen B. Scarborough
Signature and Title managing member	Signature and Title Kathleen B. Scarborough, Attorney-in-Fact, MS Resident Agent
	(Attach Power of Attorney)
Attest: Andrea Lyons	Attest: Darlene Landry
Signature and Title Ass. Proj. Manager	Signature and Title Darlene Landry, CSR

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

Attachment: David Rush Construction (8142 : Repairs to Hancock County Arena Bids.)

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: David Rush Construction (8142 : Repairs to Hancock County Arena Bids.)

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 a
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 there ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and nc 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 confirm 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 O 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 m 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 assist 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 autho 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 affixed this 26th day of January, 2021.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secreta

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

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 STATE OF WISCONSIN

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.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

87-0829

Signed and sealed at the City of Brookfield, WI this 17th day of May, 2021.

Karen J. Haffner
Assistant Secreta

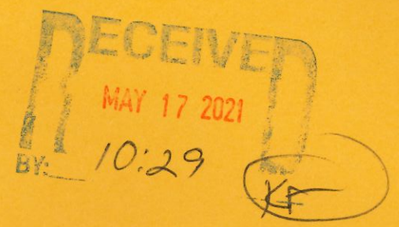
ORSC 22262 (3-06)

BXS INSURANCE, INC.

Attachment: David Rush Construction (8142 : Repairs to Hancock County Arena Bids.)

Hopkins Construction and Maintenance, LLC
730 Highwauy 90
Bay St. Louis, MS 39520

Certificate of Responsability No. 19759 - MC



HANCOCK COUNTY BOARD OF SUPERVISORS of HANCOCK COUNTY, Mississippi
854 Highway 90, Suite A
Bay St. Louis, MS 39520

SEALED BID TO BE OPENED AT 11:00 A.M., 17th DAY, MAY, 2021

BID FOR: REPAIRS TO HANCOCK COUNTY ARENA

Attachment: Hopkins Construction & Maintenance (8142 : Repairs to Hancock County Arena Bids.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 5

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:

Repairs to Hancock County Arena

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: Mel Faciane
TITLE: Project Manager
TELEPHONE: 985-960-0221

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	4-14-2021
2	4-26-2021
3	4-29-2021
4	5-12-2021
5	5-13-2021

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: Hopkins Construction & Maintenance (8142 : Repairs to Hancock County Arena Bids.)

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: Hopkins Construction & Maintenance (8142 : Repairs to Hancock County Arena Bids.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 5

ARTICLE 5 – BASIS OF BID

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

BASE BID – REPAIRS TO HANCOCK COUNTY ARENA					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
1	Mobilization / Demobilization	LS	1	47,063	47,063
2	Prepare and Coat Deteriorated Column Base	EA	19	388	7,372
3	Repair Damaged Column Base (Type A)	EA	18	1,744	31,392
4	Repair Damaged Column Base (Type B)	EA	22	3,713	81,686
5	Repair Damaged Column Base (Type C)	EA	1	1,886	1,886
6	Repair Damaged Column Base (Type D)	EA	6	1,886	11,316
7	Remove and Replace Damaged Roof Purlins/Eave Channel	LF	1,500	32.20	48,300
8	Remove and Replace Damaged Wall Girts	LF	320	32.00	10,240
9	Remove and Replace Damaged Miscellaneous Trim (Color to Match Existing)	LF	1,300	7.50	9,750
10	Replace Damaged/Missing Downspouts (Color to Match Existing)	EA	6	740	4,440
11	Coating Roof Panel Seams (24" Wide)	LF	1,700	19.00	32,300
12	R-Panel for Joint Splice (36" Wide x 24" Long Section)	LF	40	79.00	3,160
13	Prepare and Coat All Metal Building Components in Arena and West portion of Barn	LS	1	275,000	275,000
14	Electrical Modifications at Column Bases	LS	1	6,875	~~66,75~~ 6,8
	TOTAL BASE BID (TO BE READ ALOUD):				570,780.00

ADDITIVE ALTERNATE NO. 1					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
1A	Earthwork for Concrete Slab	SY	1,100	20.00	22,000.00
1B	Provide New Concrete Slab (including joints)	SY	1,100	75.00	82,500.00
	TOTAL ADDITIVE ALTERNATE NO. 1 (TO BE READ ALOUD):				104,500.00

Attachment: Hopkins Construction & Maintenance (8142 : Repairs to Hancock County Arena Bids.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 5

ADDITIVE ALTERNATE NO. 2					
Item	Description	Unit	Qty.	Unit Price	Amount
2A	Coat Arena Roof (in lieu of Item 11 in Base Bid)	SQ	645	246.00	158,670.00
	TOTAL ADDITIVE ALTERNATE NO. 2 (TO BE READ ALOUD):				158,670.00

ADDITIVE ALTERNATE NO. 3					
Item	Description	Unit	Qty.	Unit Price	Amount
3A	Modify Elevated Ridge (provide ridge cap)	LF	564	17.50	9,870.00
	TOTAL ADDITIVE ALTERNATE NO. 3 (TO BE READ ALOUD):				9,870.00

ADDITIVE ALTERNATE NO. 4					
Item	Description	Unit	Qty.	Unit Price	Amount
4A	Prepare and Coat East Portion of Barn and Breezeway	LS	1	36,300.00	36,300.00
	TOTAL ADDITIVE ALTERNATE NO. 4 (TO BE READ ALOUD):				36,300.00

DEDUCTIVE ALTERNATE NO. 5					
Item	Description	Unit	Qty.	Unit Price	Amount
5A	Reduce Builder's Risk from Total Value of Arena to Value of Contract Only	LS	1	-18,000	-18,000
	TOTAL DEDUCTIVE ALTERNATE NO. 5 (TO BE READ ALOUD):				-18,000

DEDUCTIVE ALTERNATE NO. 6					
Item	Description	Unit	Qty.	Unit Price	Amount
6A	Delete Builder's Risk Entirely	LS	1	-20,000	-20,000
	TOTAL DEDUCTIVE ALTERNATE NO. 6 (TO BE READ ALOUD):			-20,000	-20,000

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

The Owner reserves the right to award a Contract for the base bid and one, all or any combination of alternates to the lowest, responsible, responsive, qualified bidder. The Owner will adjust the final contract amount by utilizing any combination of the Bid Schedules and Alternate to adjust the scope of work for the available funds for the project.

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.

Attachment: Hopkins Construction & Maintenance (8142 : Repairs to Hancock County Arena Bids.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 5

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 120 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.

ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF Mississippi

COUNTY OF Hancock

BIDDER

9.01 The name of the bidder submitting this proposal is:

Hopkins Construction & Maintenance, LLC

Headquarters Address: 273 Old Jackson Rd.
Street

Madison, MS 39110
City State Zip

769-300-0086 769-300-0359
Phone Fax

mhopkins@choosehopkins.com
Email

Local Mailing Address (if different than above):

730 Hwy. 90
Street

Bay St. Louis MS 39520
City State Zip

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

Hopkins Construction & Maintenance, LLC 273 Old Jackson Rd.
Name Street or P.O. Box

Madison MS 39110
City State Zip

Attachment: Hopkins Construction & Maintenance (8142 : Repairs to Hancock County Arena Bids.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 5

Attention: Marty Hopkins (Name) owner (Title)

Submitted on May 17, 20 21.

State Contractor License No. 19759-MC. (If applicable)

9.02 Bidder is:

An ~~Individual~~ LLC

Name (typed or printed): Marty Hopkins

By: Marty Hopk (SEAL)
(Individual's signature)

Doing business as: Hopkins Construction & Maintenance, LLC

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: Hopkins Construction & Maintenance (8142 : Repairs to Hancock County Arena Bids.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 5

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.)

9.03 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: Marty Hopkins

Title: Owner (Corporate Seal)

NOTARY PUBLIC: Esther J. Gray

Subscribe and sworn to before me this 13th day of May, 2021

Notary Public – State of MISSISSIPPI.

My Commission expires June 6, 2024 (Notary Seal).

STATE OF MISSISSIPPI NOTARY PUBLIC ID#116594 ESTHER J. GRAY Commission Expires June 6, 2024 HINDS COUNTY

Attachment: Hopkins Construction & Maintenance (8142 : Repairs to Hancock County Arena Bids.)

SECTION 00430

BID BOND

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

BIDDER (Name and Address): Hopkins Construction & Maintenance, LLC
273 Old Jackson Rd.
Madison, MS 39110

SURETY (Name and Address of Principal Place of Business): SureTec Insurance Company
2103 CityWest Blvd, Suite 1300
Houston, TX 77042

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

BID
Bid Due Date: May 3, 2021
Project (Brief Description Including Location): **Repairs to Hancock County Arena**

BOND
Bond Number: Bid Bond
Date (Not later than Bid due date): May 3, 2021
Penal sum Five Percent of Amount Bid (Words) 5% of amount bid (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

Hopkins Construction & Maintenance, LLC (Seal)
Bidder's Name and Corporate Seal

By: [signature]
Signature and Title

Attest: [signature]
Signature and Title

SURETY

SureTec Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [signature]
Signature and Title Fielden Mitts, Attorney-in-Fact
(Attach Power of Attorney)

Attest: [signature] Witness
Signature and Title

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

Attachment: Hopkins Construction & Maintenance (8142 : Repairs to Hancock County Arena Bids.)

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint Fielden Mitts Jackson, MS

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Hopkins Construction & Maintenance, LLC
Obligee: Hancock County Board of Supervisors
Amounts: **See Bond Form**

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of October, A.D. 2020.

SURETEC INSURANCE COMPANY

By: _____
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 27th day of October, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

TANYA SNEED
Notary Public, State of Texas
Comm. Expires 03-30-2023
Notary ID 128571231

_____
Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 3rd day of May, 2021, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

Attachment: Hopkins Construction & Maintenance (8142 : Repairs to Hancock County Arena Bids.)

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.

Repairs to Hancock County Arena
Title of Project or Subcontract

Hopkins Construction & Maintenance, LLC — 5-17-2021
Prime or Subcontractor's Name — Signature/Date

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

Attachment: Hopkins Construction & Maintenance (8142 : Repairs to Hancock County Arena Bids.)

5/13/2021

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Hopkins Construction & Maintenance LLC	Legal
Hopkins Construction of Mississippi, LLC	Previous Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	889141
Status:	Good Standing
Effective Date:	03/23/2006
State of Incorporation:	Mississippi
Principal Office Address:	

Registered Agent

Name

Kelly Hopkins
273 Old Jackson Rd.
Madison, MS 39110

Officers & Directors

Name	Title
Marty L Hopkins 273 Old Jackson Rd. Madison, MS 39110	Manager

Attachment: Hopkins Construction & Maintenance (8142 : Repairs to Hancock County Arena Bids.)

ASSOCIATED CONTRACTORS
ROOFING EXPERTS
601-213-5638

May 17, 2021

To: Compton Engineering

Re: Neogard product/spec

This letter is to notify all parties that the Neogard product specified for the coating system on the Hancock County Arena project are no longer produced. Neogard has updated their products since this spec was written. Neogard does not offer a 5-year warranty any longer.
Therefor, our proposal is for the updated Neogard system that includes their updated product line. The warranty will be for Material only.

Sincerely,

Casey Schmidt
Vice President
Associated Contractors, Inc.

Attachment: Hopkins Construction & Maintenance (8142 : Repairs to Hancock County Arena Bids.)

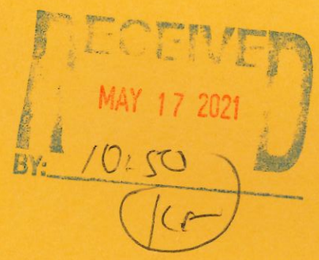
Associated Contractors, Inc
Phone: (601)213-5638

5729 Hwy 49 South, Ste. 8
P.O. Box 16521, Hattiesburg 39404

Hattiesburg, M
Fax: (800)

Jack Ferrills
Heavy Equipment
4222 Ingalls Ave
Pascagoula Ms. 39581

COR # 19884-mc



Hancock County Board
of Supervisors
854 Highway 90
Bay St Louis Ms. 39520

Project: Repair of Hancock Arena

Date: May 17, 2021
Time: 11:00 am

Attachment: Jack Ferrills's Heavy Equipment (8142 : Repairs to Hancock County Arena Bids.)

Repairs to Hancock County Arena

Project Manual

prepared for

HANCOCK COUNTY BOARD OF SUPERVISORS

SUPERVISORS:
DISTRICT 1: Theresa Ryan
DISTRICT 2: Greg Shaw
DISTRICT 3: Kodie Koenenn
DISTRICT 4: Scotty Adam, President
DISTRICT 5: Darrin "Bo" Ladner

Attorney:
Gary Yarborough

County Administrator:
Eddie Favre

ORIGINAL

REV B — ISSUED FOR BID (3-24-21)

PREPARED BY:

COMPTON
ENGINEERING, INC.

3036 LONGFELLOW DR.
BAY ST. LOUIS, MISSISSIPPI 39520

PHONE: 228-467-2770
FAX: 228-467-2720

CE Job # 220-076.008

Attachment: Jack Ferrills's Heavy Equipment (8142 : Repairs to Hancock County Arena Bids.)

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:

Repairs to Hancock County Arena

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: Linda Ferrill or Justin Ferrill
TITLE: Owner
TELEPHONE: 228-216-7176

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	4/15/2021
#2	4/26/2021
#3	4/29/2021
#4	5/12/2021
#5	5/13/2021

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: Jack Ferrills's Heavy Equipment (8142 : Repairs to Hancock County Arena Bids.)

ARTICLE 5 – BASIS OF BID

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

BASE BID – REPAIRS TO HANCOCK COUNTY ARENA

Item	Description	Unit	Qty.	Unit Price	Amount
1	Mobilization / Demobilization	LS	1	10,000	10,000
2	Prepare and Coat Deteriorated Column Base	EA	19	300	5,700
3	Repair Damaged Column Base (Type A)	EA	18	600	10,800
4	Repair Damaged Column Base (Type B)	EA	22	600	13,200
5	Repair Damaged Column Base (Type C)	EA	1	600	600
6	Repair Damaged Column Base (Type D)	EA	6	600	3,600
7	Remove and Replace Damaged Roof Purlins/Eave Channel	LF	1,500	20	30,000
8	Remove and Replace Damaged Wall Girts	LF	320	20	6,400
9	Remove and Replace Damaged Miscellaneous Trim (Color to Match Existing)	LF	1,300	4.50	5,850
10	Replace Damaged/Missing Downspouts (Color to Match Existing)	EA	6	200	1,200
11	Coating Roof Panel Seams (24" Wide)	LF	1,700	1.50	2,550
12	R-Panel for Joint Splice (36" Wide x 24" Long Section)	LF	40	20	800
13	Prepare and Coat All Metal Building Components in Arena and West portion of Barn	LS	1	102,950	102,950
14	Electrical Modifications at Column Bases	LS	1	6000	6,000
	TOTAL BASE BID (TO BE READ ALOUD):				$ 199,650.00/100

one hundred ninety nine thousand six hundred fifty $\frac{00}{100}$

ADDITIVE ALTERNATE NO. 1

Item	Description	Unit	Qty.	Unit Price	Amount
1A	Earthwork for Concrete Slab	SY	1,100	10	11,000
1B	Provide New Concrete Slab (including joints)	SY	1,100	100	110,000
	TOTAL ADDITIVE ALTERNATE NO. 1 (TO BE READ ALOUD):				$ 121,000.00/100

Attachment: Jack Ferrills's Heavy Equipment (8142 : Repairs to Hancock County Arena Bids.)

ADDITIVE ALTERNATE NO. 2					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
2A	Coat Arena Roof (in lieu of Item 11 in Base Bid)	SQ	645	60	38,700
TOTAL ADDITIVE ALTERNATE NO. 2 (TO BE READ ALOUD):					$38,700.00/100

ADDITIVE ALTERNATE NO. 3					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
3A	Modify Elevated Ridge (provide ridge cap)	LF	564	14	$7896
TOTAL ADDITIVE ALTERNATE NO. 3 (TO BE READ ALOUD):					$7,896.00/100

ADDITIVE ALTERNATE NO. 4					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
4A	Prepare and Coat East Portion of Barn and Breezeway	LS	1	34,000	34,000
TOTAL ADDITIVE ALTERNATE NO. 4 (TO BE READ ALOUD):					$34,000.00/100

DEDUCTIVE ALTERNATE NO. 5					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
5A	Reduce Builder's Risk from Total Value of Arena to Value of Contract Only	LS	1	3,000	3,000
TOTAL DEDUCTIVE ALTERNATE NO. 5 (TO BE READ ALOUD):					$3,000.00/100

DEDUCTIVE ALTERNATE NO. 6					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
6A	Delete Builder's Risk Entirely	LS	1	6,500	6,500
TOTAL DEDUCTIVE ALTERNATE NO. 6 (TO BE READ ALOUD):					$6,500.00/100

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

The Owner reserves the right to award a Contract for the base bid and one, all or any combination of alternates to the lowest, responsible, responsive, qualified bidder. The Owner will adjust the final contract amount by utilizing any combination of the Bid Schedules and Alternate to adjust the scope of work for the available funds for the project.

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.

Attachment: Jack Ferrills's Heavy Equipment (8142 : Repairs to Hancock County Arena Bids.)

SECTION 00430
BID BOND

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

BIDDER (Name and Address):

Jack Ferrill's Heavy Equipment
P. O. Box 8686
Moss Point, Mississippi 39562

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

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

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

BID
Bid Due Date: May 3, 2021
Project (Brief Description Including Location): **Repairs to Hancock County Arena**

BOND
Bond Number: N/A
Date (Not later than Bid due date): May 3, 2021
Penal sum Five Percent of Amount Bid (Words) 5% of bid (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

Jack Ferrill's Heavy Equipment (Seal)
Bidder's Name and Corporate Seal

By: Justin Ferrill
Signature and Title Justin Ferrill, Owner

Attest: Linda Ferrill
Signature and Title Witness

SURETY

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

By: William Scott Neill
Signature and Title William Scott Neill, Attorney in Fact
(Attach Power of Attorney)

Attest: Judy Cox
Signature and Title Witness

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

Attachment: Jack Ferrills's Heavy Equipment (8142 : Repairs to Hancock County Arena Bids.)

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: Jack Ferrills's Heavy Equipment (8142 : Repairs to Hancock County Arena Bids.)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

WILLIAM SCOTT NEILL, BRENDA NEILL, OF FAIRHOPE, AL

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 deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note 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 confirmed. 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 OLD 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 appoint 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 to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may 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 assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be 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 ofthe authority 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 or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such 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 be affixed this 11TH day of MARCH, 2021.

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 11TH day of MARCH, 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 COMPANY 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; that 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 seal 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: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached 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 of Attorney, are now in force.

92-0105

Signed and sealed at the City of Brookfield, WI this 3 day of May, 2021

Karen J. Haffner
Assistant Secretary

NEILL BONDING & INS SERVICES

22851-W POAORS 102020

Attachment: Jack Ferrills's Heavy Equipment (8142 : Repairs to Hancock County Arena Bids.)

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: Jack Ferrills's Heavy Equipment (8142 : Repairs to Hancock County Arena Bids.)

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.

Repairs to Hancock County Arena
Title of Project or Subcontract

Jack Ferrills Heavy Equipment — Justin Ferrill 5/17/21
Prime or Subcontractor's Name — Signature/Date

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

Attachment: Jack Ferrills's Heavy Equipment (8142 : Repairs to Hancock County Arena Bids.)

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: Jack Ferrills's Heavy Equipment (8142 : Repairs to Hancock County Arena Bids.)

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 120 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.

ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF Ms

COUNTY OF Jackson

BIDDER

9.01 The name of the bidder submitting this proposal is:

Jack Ferrills Heavy Equipment

Headquarters Address: 4222 Ingalls Ave
Street

Pascagoula Ms. 39581
City State Zip

228-216-7176 228-205-1854
Phone Fax

lferrill@ymail.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:

Justin Ferrill 4222 Ingalls Ave
Name Street or P.O. Box

Pascagoula Ms. 39581
City State Zip

Attachment: Jack Ferrills's Heavy Equipment (8142 : Repairs to Hancock County Arena Bids.)

Attention: Justin Ferrill (Name) Owner (Title)

Submitted on May 17, 2021.

State Contractor License No. 19884-MC (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): Justin Ferrill

By: Justin Ferrill (SEAL)
(Individual's signature)

Doing business as: Jack Ferrills Heavy Equipment

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: Jack Ferrills's Heavy Equipment (8142 : Repairs to Hancock County Arena Bids.)

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.)

9.03 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: Justin Jerrill

Title: Owner (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this 19th day of May, 2021

Notary Public – State of MS

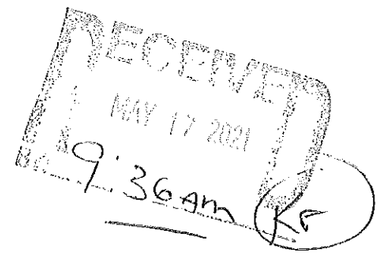
My Commission expires 3-31-25 (Notary Seal).

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

Attachment: Jack Ferrills's Heavy Equipment (8142 : Repairs to Hancock County Arena Bids.)

Ellis Dozer Service LLC
59 Rogers Road
Seminary MS 39479
Certificate of
Responsibility#19435-MC

Sealed Bid to be opened at 11:00 AM, on the 17th day of May 2021



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

Hancock County
Replacement of Bridge No.1 on
the Crane Creek Road

Attachment: Ellis Dozer Service (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

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: April 30, 2021

Total No. of Pages: 2
(including this cover)

To: All Planholders

From: John J. Studstill, P.E.

Re: Replacement of Bridge No. 1 on Crane Creek Road

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 OR EMAILING TO COMPTON@COMPTONENGINEERING.COM. Acknowledgement of this addendum on page 1 of the Bid form is also required.

If you have any questions regarding this addendum, please call me at (228) 467-2770.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 1

FOR

REPLACEMENT OF BRIDGE NO. 1 ON CRANCE CREEK ROAD

TO: Compton Engineering, Inc.
3036 Longfellow Drive
Bay St. Louis, MS 39520

Telephone: (228) 467-2770
Facsimile: (228) 467-2720
Email: compton@comptonengineering.com

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: Ellis Dozer Service, LLC

Print name of person acknowledging receipt of addendum: Mike Ellis

Signature of person acknowledging receipt of addendum: Mike Ellis

Date of acknowledgement: 4/30/21

Attachment: Ellis Dozer Service (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

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: May 13, 2021

Total No. of Pages: 9
(including this cover)

To: All Planholders

From: John J. Studstill, P.E.

Re: Replacement of Bridge No. 1 on Crane Creek Road

Attached herewith is Addendum No. 2 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 OR EMAILING TO COMPTON@COMPTONENGINEERING.COM. Acknowledgement of this addendum on page 1 of the Bid form is also required.

If you have any questions regarding this addendum, please call me at (228) 467-2770.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 2

FOR

REPLACEMENT OF BRIDGE NO. 2 ON CRANE CREEK ROAD

TO: Compton Engineering, Inc.
3036 Longfellow Drive
Bay St. Louis, MS 39520

Telephone: (228) 467-2770
Facsimile: (228) 467-2720
Email: compton@comptonengineering.com

We hereby acknowledge receipt of Addendum No. 2 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: Ellis Dozer Service, LLC

Print name of person acknowledging receipt of addendum: Mike Ellis

Signature of person acknowledging receipt of addendum: Mike Ellis

Date of acknowledgement: 5/13/21

Attachment: Ellis Dozer Service (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

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:

Replacement of Bridge No. 1 on Crane Creek Road

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: Mike Ellis
TITLE: Estimator
TELEPHONE: 601-752-2207

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
Addendum NO.1	April 30, 2021
Addendum No.2	May 13, 2021

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: Ellis Dozer Service (8143 : Replacement of Bridge No. 1 on Crane Creek 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: Ellis Dozer Service (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

ARTICLE 5 – BASIS OF BID

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

BID FORM - CRANE CREEK BRIDGE REPLACEMENT					
ITEM NO.	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**
ROADWAY					
S-200-A	MOBILIZATION	LUMP SUM	L.S.	60,831.16	60,831.16
S-201-A	CLEARING & GRUBBING	LUMP SUM	L.S.	22,793.65	22,793.65
S-202-B	REMOVAL OF BRIDGE @ STA 18+99.37	1	UNIT	46,535.89	46,535.89
S-202-B	REMOVAL OF PIPE AND HEADWALL	2	UNIT	242.13	484.26
S-202-D	REMOVAL OF ASPHALT	1689	SQ.YD.	2.21	3,732.69
S-203-A	UNCLASSIFIED EXCAVATION (FM)	187	CU.YD.	4.81	899.47
S-203-E	BORROW EXCAVATION (CONTRACTOR FURNISHED)(LVM)(CLASS 7)	1749	CU.YD.	10.61	18,556.89
S-304-A	GRANULAR MATERIAL (LVM) (CLASS 5, GROUP B)	81	CU.YD.	24.68	1,999.08
S-304-C	CRUSHED STONE (SIZE 610)(FM)	19	CU.YD.	157.65	2,995.35
S-403-A	HOT MIX ASPHALT (ST) (9.5 MM) (SURFACE)	256	TON	109.23	27,962.88
S-403-A	HOT MIX ASPHALT (ST) (19 MM) (BASE)	494	TON	88.43	43,684.42
S-603-C-D	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS III	180	LF	75.90	13,662.00
S-603-C-E	44" X 27" REINFORCED CONCRETE ARCH PIPE, END SECTION	6	EACH	1,171.33	7,027.98
S-606-B	GUARD RAIL, W BEAM	350	L.F.	27.05	9,467.50
S-606-D	GUARD RAIL, BRIDGE END SECTION, TYPE "I" THRIE BEAM	4	EACH	2,964.86	11,859.44
S-606-E	GUARD RAIL, TERMINAL END SECTION	4	EACH	3,276.95	13,107.80
S-617-A	RIGHT-OF-WAY MARKERS (TYPE I)	8	EACH	241.02	1,928.16
S-618-A	MAINTENANCE OF TRAFFIC	LUMP SUM	L.S.	12,028.99	12,028.99
S-618-B	ADDITIONAL CONSTRUCTION SIGNS	0	SQ.FT.	$ 10.00	0
S-621-C	4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (90 MILS)	2170	L.F.	1.04	2,256.80
S-621-E-1	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 MILS)	2170	L.F.	1.04	2,256.80
S-630-C	REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TYPE 3)	4	EACH	78.02	312.08
EROSION CONTROL					
901-S-212-A	AGRICULTURAL LIMESTONE	2.50	TON	520.15	1,300.38
S-212-B	COMMERCIAL FERTILIZER (13:13:13)	1.25	TON	650.19	812.74
S-212-F	AMMONIUM NITRATE	0.13	TON	650.15	84.52
S-214-A	SEEDING	1.25	ACRE	624.18	780.23
S-215-A	VEGETATIVE MATERIALS FOR MULCH	2.50	TON	572.16	1,430.40
S-233-A	TEMPORARY SILT FENCE (TYPE V) (AOS 0.15 - 0.84)	1,922.00	LIN.FT.	5.14	9,879.08
907-237-A	WATTLES, 20"	200.00	LIN.FT.	5.20	1,040.00
BRIDGE					
S-803-A	TEST PILE	2	EA	6,199.46	12,398.92
S-803-B	CONVENTIONAL STATIC PILE LOAD TEST	0	EA	$ 4,000.00	0
S-803-C	14" PRESTRESSED CONCRETE PILING	1160	LF	48.33	56,062.80
S-806-A	31' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	24	EA	5,265.71	126,377.04

Attachment: Ellis Dozer Service (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

S-806-A	40' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	6	EA	8,264.10	49,584.60
S-806-C	31' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	8	EA	5,519.82	44,158.56
S-806-C	40' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	2	EA	8,670.66	17,341.32
S-806-G	PRECAST CONCRETE BARRIER RAIL	328	LF	206.25	67,650.00
S-806-I	31.33' PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	2	EA	9,466.99	18,933.98
S-806-I	31' PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	2	EA	7,368.64	14,737.28
S-806-J	31' PRECAST CONCRETE CAP, END UNIT, CONCRETE PILE	2	EA	7,972.42	15,944.84
S-806-M	9.25' PRECAST WING	4	EA	1,730.46	6,921.84
S-815-A	LOOSE RIP RAP (300 LB)	172	TONS	73.15	12,581.80
S-815-E	GEOTEXTILE UNDER RIP RAP, TYPE V, AOS 0.21 - 0.43	292	SY	4.46	1,302.32
	PROJECT TOTAL				763,705.94

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 **90** ~~calendar~~ 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.
B. Miss. Code Annotated § 31-5-37.
C. Certified Employment Plan Form.
D. Agreement of Compliance.

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: Ellis Dozer Service (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF Mississippi

COUNTY OF Hancock

BIDDER

9.01 The name of the bidder submitting this proposal is:

Ellis Dozer Service LLC

Headquarters Address: 59 Rogers Road
Street

Seminary | MS | 39479
City | State | Zip

601-752-2207 | 601-752-5100
Phone | Fax

ellis.dozer@yahoo.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:

Ellis Dozer Service LLC | 59 Rogers Road
Name | Street or P.O. Box

Seminary | MS | 39479
City | State | Zip

Attention: Mike Ellis | Estimator
Name | Title

Submitted on May 17, 2021.

State Contractor License No. 19435-MC (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

Attachment: Ellis Dozer Service (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

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: Ellis Dozer Service LLC (SEAL)

State of Incorporation: Mississippi

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

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

Name (typed or printed): Mike Ellis

Title: Estimator

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Mississippi *[State Where Project is Located]* is 11\24\2010

Attachment: Ellis Dozer Service (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

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: Mike Ellis

Title: Estimator (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this 17 day of May, 2021.

Notary Public – State of Mississippi.

My Commission expires June 16, 2023 (Notary Seal).

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 126151 DARLA ELLIS Commission Expires June 16, 2023 JONES COUNTY

Attachment: Ellis Dozer Service (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ELLIS DOZER SERVICE, LLC

Resolution to Grant Power of Attorney

WHEREAS, the Corporation desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following person(s):

SUSAN ELLIS, Member

EVERETT DWAYNE ELLIS, Member

CORY ELLIS, Member

MIKE ELLIS, Estimator/ Project Manager

The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of ELLIS DOZER SERVICE LLC ,an Limited Liability Company duly formed pursuant to the laws of the state of MISSISSIPPI and that the foregoing is a true record of a resolution duly adopted at a meeting of the MEMBERS and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on FEBRUARY 18, 2019, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Member of the above-named Limited Liability Company (LLC) this DAY OF THE WEEK, CURRENT MONTH of CURRENT YEAR.

Susan Ellis

SUSAN ELLIS, Member

Attachment: Ellis Dozer Service (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

SECTION 00430
BID BOND

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

BIDDER (Name and Address): Ellis Dozer Service, LLC
59 Rogers Road,
Seminary, MS 39479

SURETY (Name and Address of Principal Place of Business): The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202

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

BID
Bid Due Date: May 17, 2021
Project (Brief Description Including Location): *Replacement of Bridge No. 1 on Crane Creek Road*

BOND
Bond Number: Bid Bond
Date (Not later than Bid due date): May 17, 2021
Penal sum five Percent of 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

Ellis Dozer Service, LLC (Seal)
Bidder's Name and Corporate Seal

By: Mike Ellis Estimator
Signature and Title

Attest: [signature] CFO
Signature and Title

SURETY

The Gray Casualty & Surety Company (Seal)
Surety's Name and Corporate Seal

By: [signature] Attorney-in-Fact
Signature and Title
(Attach Power of Attorney)

Attest: [signature] Witness
Signature and Title

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

Attachment: Ellis Dozer Service (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Fielden Mitts**
on behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $10,000,000.

Surety Bond Number: Bid Bond
Principal: Ellis Dozer Service, LLC
Obligee: Hancock County Board of Supervisors

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both **The Gray Insurance Company** and **The Gray Casualty & Surety Company** at meetings duly called and held on the 26th day of June, 2003.

"**RESOLVED,** that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and **The Gray Casualty & Surety Company** have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.

By: Michael T. Gray
Michael T. Gray
President, **The Gray Insurance Company**
and
Vice President,
The Gray Casualty & Surety Company

Attest: Mark S. Manguno
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company

State of Louisiana
ss:
Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of **The Gray Insurance Company** and Vice President of **The Gray Casualty & Surety Company,** and Mark S. Manguno, Secretary of **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of May ,2021 .

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

Attachment: Ellis Dozer Service (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

GULF BREEZE CONSTRUCTION, INC.
228-831-3426

21525 Blackwell Farm Rd.
Saucier, MS 39574
Phone: 228-831-3426
Fax: 228-831-3472

COR# 11070-MC

PROPOSAL FOR:

"HANCOCK COUNTY – REPLACEMENT OF BRIDGE NO. 1 ON CRANE CREEK RD"

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

Acknowledge Addendum #1
Acknowledge Addendum #2

Attachment: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

SECTION 00430
BID BOND

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

BIDDER (Name and Address):
Gulf Breeze Construction, Inc.
21525 Blackwell Farm Road
Saucier, MS 39574

SURETY (Name and Address of Principal Place of Business):
Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306

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

BID
Bid Due Date: May 17, 2021
Project (Brief Description Including Location): *Replacement of Bridge No. 1 on Crane Creek Road*

BOND
Bond Number: N/a
Date (Not later than Bid due date): May 17, 2021
Penal sum Five Percent (5%) 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	SURETY
Gulf Breeze Construction, Inc. (Seal)	Merchants National Bonding, Inc. (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Will Bailey	By: Kathleen Scarborough
Signature and Title	Signature and Title Kathleen Scarborough, Attorney-in-Fact
	(Attach Power of Attorney) MS Resident Agent
Attest: Witness	Attest: Dewey Brashier
Signature and Title	Signature and Title Dewey Brashier, Witness

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

Attachment: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

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: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew P Underwood; Charlotte Ramsey; Chris Boone; David R Fortenberry; Debbie Dunaway; Dewey B Mason; James Eley Brashier; Jim E Brashier; Julie C Livingston; Kathleen Scarborough; Kimberly B Barhum; Lessie Ryan Anderson; Lisa R Butler; Mary J Norval; Patrick Thomas Mason; R Teb Jones; Robbie D Duncan; Sharon L Tuten; Troy P Wagener

their true and lawful Attorney(s)-In-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-In-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-In-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-In-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of March , 2021 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 1st day of March 2021 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of May ,2021 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

Attachment: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

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: April 30, 2021

Total No. of Pages: 2
(including this cover)

To: All Planholders

From: John J. Studstill, P.E.

Re: Replacement of Bridge No. 1 on Crane Creek Road

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 OR EMAILING TO COMPTON@COMPTONENGINEERING.COM. Acknowledgement of this addendum on page 1 of the Bid form is also required.

If you have any questions regarding this addendum, please call me at (228) 467-2770.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 1

FOR

REPLACEMENT OF BRIDGE NO. 1 ON CRANCE CREEK ROAD

TO: Compton Engineering, Inc.
3036 Longfellow Drive
Bay St. Louis, MS 39520

Telephone: (228) 467-2770
Facsimile: (228) 467-2720
Email: compton@comptonengineering.com

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: Gulf Breeze Construction, Inc.

Print name of person acknowledging receipt of addendum: Jason Roberson

Signature of person acknowledging receipt of addendum: [signature]

Date of acknowledgement: 4/30/21

Attachment: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

SECTION 00901-01
ADDENDUM NO. 1

Dated: April 30, 2021

Project: Replacement of Bridge No. 1 on Crane Creek Road	Owner: Hancock County Board of Supervisors	Engineer's Project No.: 219-076.002

The following changes, additions, and/or deletions are hereby made a part of the Project Manual for the Repairs to Hancock County Arena for the Hancock County Board of Supervisors dated March 31, 2021 as fully and completely as if the same were fully and completely set forth therein:

PROJECT MANUAL

Part 1- Bidding Requirements

1. SECTION 00090 NOTICE TO BIDDERS: **REVISE** the date for receiving bids from Monday, May 3, 2021 at 11:00 A.M. to Monday, May 17, 2021 at 11:00 A.M.

2. SECTION 00100 INVITATION TO BID: **REVISE** the date for receiving bids from Monday, May 3, 2021 at 11:00 A.M. to Monday, May 17, 2021 at 11:00 A.M.

All bidders shall acknowledge receipt and acceptance of this Addendum No. 1 consisting of one (1) page by signing the acknowledgement form preceding this addendum and acknowledging receipt on page 1 of the Section 00410-Bid. 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: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

SECTION 00931-01
CLARIFICATION NO. 1

Dated: April 30, 2021

Project:	Owner:	Engineer's Project No.:
Replacement of Bridge No. 1 on Crane Creek Road	Hancock County Board of Supervisors	219-076.002

The following are clarifications to the above referenced project:

Specifications:

1. If there is a discrepancy between the Summary of Quantities, as shown in the plan set, and the quantities shown on the Bid Form, the Bid Form shall govern for bidding purposes. For example, Item S-203-E, BORROW EXCAVATION (CONTRACTOR FURNISHED)(LVM)(CLASS 7), has a quantity shown in the plan set of 8577.8 CY, and the Bid Form has a quantity shown of 1341 CY. The Contractor shall use 1341 CY for bidding purposes.

Drawings:

2. Sheet C1.5 shows a minimum tip elevation for test pile as -56.33 feet. This should be +56.33 feet.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

John J. Studstill, P.E.

Attachment: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

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: May 13, 2021

Total No. of Pages: 9
(including this cover)

To: All Planholders

From: John J. Studstill, P.E.

Re: Replacement of Bridge No. 1 on Crane Creek Road

Attached herewith is Addendum No. 2 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 OR EMAILING TO COMPTON@COMPTONENGINEERING.COM. Acknowledgement of this addendum on page 1 of the Bid form is also required.

If you have any questions regarding this addendum, please call me at (228) 467-2770.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 2

FOR

REPLACEMENT OF BRIDGE NO. 2 ON CRANE CREEK ROAD

TO: Compton Engineering, Inc.
3036 Longfellow Drive
Bay St. Louis, MS 39520

Telephone: (228) 467-2770
Facsimile: (228) 467-2720
Email: compton@comptonengineering.com

We hereby acknowledge receipt of Addendum No. 2 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: Gulf Breeze Construction

Print name of person acknowledging receipt of addendum: Jason Roberson

Signature of person acknowledging receipt of addendum:

Date of acknowledgement: 5/13/21

Attachment: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

SECTION 00901-02
ADDENDUM NO. 2

Dated: May 13, 2021

Project: Replacement of Bridge No. 1 on Crane Creek Road	Owner: Hancock County Board of Supervisors	Engineer's Project No.: 219-076.002

The following changes, additions, and/or deletions are hereby made a part of the Project Manual for the Repairs to Hancock County Arena for the Hancock County Board of Supervisors dated March 31, 2021 as fully and completely as if the same were fully and completely set forth therein:

PROJECT MANUAL

Part 1- Bidding Requirements

1. SECTION 00410 BID FORM: **REMOVE** the entire section and **REPLACE** with ATTACHMENT NO. 1 TO ADDENDUM NO. 2 SECTION 00410 BID FORM.

Addendum #2 includes but is not limited to – adding pay item for Clearing & Grubbing, adding pay item for removal of pipe and headwall, adding pay items for installation of pipe and end sections. Revising fill and excavation quantities.

All bidders shall acknowledge receipt and acceptance of this Addendum No. 2 consisting of one (9) pages by signing the acknowledgement form preceding this addendum and acknowledging receipt on page 1 of the Section 00410-Bid. 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: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

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:

Replacement of Bridge No. 1 on Crane Creek Road

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: Jason Ribando V. P.
TITLE: Vice President
TELEPHONE: 228-217-6105

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	4/30/21
2	5/13/21

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: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek 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: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

ARTICLE 5 – BASIS OF BID

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

BID FORM - CRANE CREEK BRIDGE REPLACEMENT					
ITEM NO.	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**
ROADWAY					
S-200-A	MOBILIZATION	LUMP SUM	L.S.	66,500.00	66,500.00
S-201-A	CLEARING & GRUBBING	LUMP SUM	L.S.	5,000.00	5,000.00
S-202-B	REMOVAL OF BRIDGE @ STA 18+99.37	1	UNIT	8,250.00	8,250.00
S-202-B	REMOVAL OF PIPE AND HEADWALL	2	UNIT	2,000.00	4,000.00
S-202-D	REMOVAL OF ASPHALT	1689	SQ.YD.	5.00	8,445.00
S-203-A	UNCLASSIFIED EXCAVATION (FM)	187	CU.YD.	10.00	1,870.00
S-203-E	BORROW EXCAVATION (CONTRACTOR FURNISHED)(LVM)(CLASS 7)	1749	CU.YD.	15.00	26,235.00
S-304-A	GRANULAR MATERIAL (LVM) (CLASS 5, GROUP B)	81	CU.YD.	30.00	2,430.00
S-304-C	CRUSHED STONE (SIZE 610)(FM)	19	CU.YD.	100.00	1,900.00
S-403-A	HOT MIX ASPHALT (ST) (9.5 MM) (SURFACE)	256	TON	120.00	30,720.00
S-403-A	HOT MIX ASPHALT (ST) (19 MM) (BASE)	494	TON	100.00	49,400.00
S-603-C-D	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS III	180	LF	100.00	18,000.00
S-603-C-E	44" X 27" REINFORCED CONCRETE ARCH PIPE, END SECTION	6	EACH	1,500.00	9,000.00
S-606-B	GUARD RAIL, W BEAM	350	L.F.	32.50	11,375.00
S-606-D	GUARD RAIL, BRIDGE END SECTION, TYPE "I" THRIE BEAM	4	EACH	3,335.00	13,340.00
S-606-E	GUARD RAIL, TERMINAL END SECTION	4	EACH	3,740.00	14,960.00
S-617-A	RIGHT-OF-WAY MARKERS (TYPE I)	8	EACH	250.00	2,000.00
S-618-A	MAINTENANCE OF TRAFFIC	LUMP SUM	L.S.	12,000.00	12,000.00
S-618-B	ADDITIONAL CONSTRUCTION SIGNS	0	SQ.FT.	$ 10.00	0.00
S-621-C	4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (90 MILS)	2170	L.F.	1.50	3,255.00
S-621-E-1	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 MILS)	2170	L.F.	1.50	3,255.00
S-630-C	REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TYPE 3)	4	EACH	250.00	1,000.00
EROSION CONTROL					
901-S-212-A	AGRICULTURAL LIMESTONE	2.50	TON	1,000.00	2,500.00
S-212-B	COMMERCIAL FERTILIZER (13:13:13)	1.25	TON	1,000.00	1,250.00
S-212-F	AMMONIUM NITRATE	0.13	TON	500.00	65.00
S-214-A	SEEDING	1.25	ACRE	2,000.00	2,500.00
S-215-A	VEGETATIVE MATERIALS FOR MULCH	2.50	TON	1,000.00	2,500.00
S-233-A	TEMPORARY SILT FENCE (TYPE V) (AOS 0.15 - 0.84)	1,922.00	LIN.FT.	5.00	9,610.00
907-237-A	WATTLES, 20"	200.00	LIN.FT.	10.00	2,000.00
BRIDGE					
S-803-A	TEST PILE	2	EA	14,500.00	29,000.00
S-803-B	CONVENTIONAL STATIC PILE LOAD TEST	0	EA	$ 4,000.00	0.00
S-803-C	14" PRESTRESSED CONCRETE PILING	1160	LF	54.00	62,640.00
S-806-A	31' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	24	EA	5,400.00	129,600.00

Attachment: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

S-806-A	40' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	6	EA	8,500.00	51,000.00
S-806-C	31' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	8	EA	5,675.00	45,400.00
S-806-C	40' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	2	EA	10,600.00	21,200.00
S-806-G	PRECAST CONCRETE BARRIER RAIL	328	LF	190.00	62,320.00
S-806-I	31.33' PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	2	EA	9,550.00	19,100.00
S-806-I	31' PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	2	EA	7,340.00	14,680.00
S-806-J	31' PRECAST CONCRETE CAP, END UNIT, CONCRETE PILE	2	EA	7,340.00	14,680.00
S-806-M	9.25' PRECAST WING	4	EA	1,600.00	6,400.00
S-815-A	LOOSE RIP RAP (300 LB)	172	TONS	100.00	17,200.00
S-815-E	GEOTEXTILE UNDER RIP RAP, TYPE V, AOS 0.21 - 0.43	292	SY	3.00	876.00
	PROJECT TOTAL				$787,456.00

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 90 ~~calendar~~ 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.
B. Miss. Code Annotated § 31-5-37.
C. Certified Employment Plan Form.
D. Agreement of Compliance.

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: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

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:

Gulf Breeze Construction Inc.

Headquarters Address: 21525 Blackwell Farm Rd
Street

Saucier, Ms 39574
City State Zip

228-831-3426 228-831-3472
Phone Fax

Jason@gulfbreezeconstr.com
Email

Local Mailing Address (if different than above):

Same
Street

Same
City State Zip

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

Jason Robertson 21525 Blackwell Farm Rd
Name Street or P.O. Box

Saucier Ms 39574
City State Zip

Attention: Jason Robertson Vice President
Name Title

Submitted on May 17, 2021.

State Contractor License No. 11070. (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

Attachment: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

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: Gulf Breeze Construction Inc (SEAL)

State of Incorporation: MS

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

By: Will Battley President
(Signature – attach evidence of authority to sign)

Name (typed or printed): Will Battley

Title: President

Attest: _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Date of Qualification to do business in MS *[State Where Project is Located]* is 7\16\18.

Attachment: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

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: Will Battley

Title: President (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this 17 day of May, 2021.

Notary Public – State of Mississippi

My Commission expires 11/5/24. (Notary Seal)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 259421 ANNIE M. BATTLEY Commission Expires Nov. 5, 2024 JACKSON COUNTY

Annie M. Battley

Attachment: Gulf Breeze (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

SCI, Inc.
GENERAL CONTRACTOR

13524 Old Highway 67
Biloxi, MS 39532

Phone: (228) 207-2383
Fax: (228) 207-6447

Electronic Quote Submission

REPLACEMENT OF BRIDGE NO. 1 ON CRANE CREEK ROAD

This bid is submitted to
Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

REQUEST FOR PROPOSALS TO BE DELIVERED BY MAY 17, 2021 AT 11:00 AM

SCI Acknowledges Receipt of Addendum No. 1 issued on April 30, 2021
SCI Acknowledges Receipt of Clarification No. 1 issued on April 30, 2021
SCI Acknowledges Receipt of Addendum No. 2 issued on May 13, 2021

Contractor's Name & Physical Address:
SCI, Inc.
13524 Old Highway 67
Biloxi, Mississippi 39532
Phone: (228) 207-2383

Contractor's Name & Mailing Address:
SCI, Inc.
3586 Sangani Blvd, Suite L, PMB-345
D'Iberville, Mississippi 39540
Fax: (207) 207-6447

Certificate of Responsibility Number: 004939-MC

PROPOSAL ATTACHED

Attachment: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

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:

Replacement of Bridge No. 1 on Crane Creek Road

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:	David Shackelford
TITLE:	President, SCI, Inc.
TELEPHONE:	(228) 207-2383

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
Addendum No. One (1)	April 30, 2021
Clarification One (1)	April 30, 2021
Addendum No. Two (2)	May 13, 2021

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: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek 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: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

ARTICLE 5 – BASIS OF BID

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

BID FORM - CRANE CREEK BRIDGE REPLACEMENT					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
ROADWAY					
S-200-A	MOBILIZATION	LUMP SUM	L.S.	$100,000.00	$100,000.00
S-201-A	CLEARING & GRUBBING	LUMP SUM	L.S.	$40,825.00	$40,825.00
S-202-B	REMOVAL OF BRIDGE @ STA 18+99.37	1	UNIT	$69,000.00	$69,000.00
S-202-B	REMOVAL OF PIPE AND HEADWALL	2	UNIT	$2,500.00	$5,000.00
S-202-D	REMOVAL OF ASPHALT	1689	SQ.YD.	$6.90	$11,654.10
S-203-A	UNCLASSIFIED EXCAVATION (FM)	187	CU.YD.	$9.20	$1,720.40
S-203-E	BORROW EXCAVATION (CONTRACTOR FURNISHED)(LVM)(CLASS 7)	1749	CU.YD.	$14.00	$24,486.00
S-304-A	GRANULAR MATERIAL (LVM) (CLASS 5, GROUP B)	81	CU.YD.	$19.00	$1,539.00
S-304-C	CRUSHED STONE (SIZE 610)(FM)	19	CU.YD.	$57.00	$1,083.00
S-403-A	HOT MIX ASPHALT (ST) (9.5 MM) (SURFACE)	256	TON	$123.00	$31,488.00
S-403-A	HOT MIX ASPHALT (ST) (19 MM) (BASE)	494	TON	$123.00	$60,762.00
S-603-C-D	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS III	180	LF	$138.00	$24,840.00
S-603-C-E	44" X 27" REINFORCED CONCRETE ARCH PIPE, END SECTION	6	EACH	$1,450.00	$8,700.00
S-606-B	GUARD RAIL, W BEAM	350	L.F.	$32.50	$11,375.00
S-606-D	GUARD RAIL, BRIDGE END SECTION, TYPE "I" THRIE BEAM	4	EACH	$3,335.00	$13,340.00
S-606-E	GUARD RAIL, TERMINAL END SECTION	4	EACH	$3,750.00	$15,000.00
S-617-A	RIGHT-OF-WAY MARKERS (TYPE I)	8	EACH	$210.00	$1,680.00
S-618-A	MAINTENANCE OF TRAFFIC	LUMP SUM	L.S.	$5,500.00	$5,500.00
S-618-B	ADDITIONAL CONSTRUCTION SIGNS	0	SQ.FT.	$ 10.00	
S-621-C	4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (90 MILS)	2170	L.F.	$0.90	$1,953.00
S-621-E-1	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 MILS)	2170	L.F.	$0.90	$1,953.00
S-630-C	REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TYPE 3)	4	EACH	$110.00	$440.00
EROSION CONTROL					
901-S-212-A	AGRICULTURAL LIMESTONE	2.50	TON	$1,000.00	$2,500.00
S-212-B	COMMERCIAL FERTILIZER (13:13:13)	1.25	TON	$1,500.00	$1,875.00
S-212-F	AMMONIUM NITRATE	0.13	TON	$1,500.00	$195.00
S-214-A	SEEDING	1.25	ACRE	$1,575.00	$1,968.75
S-215-A	VEGETATIVE MATERIALS FOR MULCH	2.50	TON	$600.00	$1,500.00
S-233-A	TEMPORARY SILT FENCE (TYPE V) (AOS 0.15 - 0.84)	1,922.00	LIN.FT.	$3.50	$6,727.00
907-237-A	WATTLES, 20"	200.00	LIN.FT.	$5.00	$1,000.00
BRIDGE					
S-803-A	TEST PILE	2	EA	$7,500.00	$15,000.00
S-803-B	CONVENTIONAL STATIC PILE LOAD TEST	0	EA	$ 4,000.00	
S-803-C	14" PRESTRESSED CONCRETE PILING	1160	LF	$64.50	$74,820.00
S-806-A	31' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	24	EA	$6,950.00	$166,800.00

Attachment: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

S-806-A	40' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	6	EA	$11,275.00	$67,650.00
S-806-C	31' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	8	EA	$7,250.00	$58,000.00
S-806-C	40' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	2	EA	$11,650.00	$23,300.00
S-806-G	PRECAST CONCRETE BARRIER RAIL	328	LF	$265.00	$86,920.00
S-806-I	31.33' PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	2	EA	$13,110.00	$26,220.00
S-806-I	31' PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	2	EA	$10,275.00	$20,550.00
S-806-J	31' PRECAST CONCRETE CAP, END UNIT, CONCRETE PILE	2	EA	$9,700.00	$19,400.00
S-806-M	9.25' PRECAST WING	4	EA	$2,200.00	$8,800.00
S-815-A	LOOSE RIP RAP (300 LB)	172	TONS	$86.00	$14,792.00
S-815-E	GEOTEXTILE UNDER RIP RAP, TYPE V, AOS 0.21 - 0.43	292	SY	$5.75	$1,679.00
	PROJECT TOTAL				$1,032,035.25

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 90 ~~calendar~~ 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.
B. Miss. Code Annotated § 31-5-37.
C. Certified Employment Plan Form.
D. Agreement of Compliance.

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: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

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:

SCI, Inc.

Headquarters Address: 13524 Old Highway 67
Street

Biloxi, Mississippi 39532
City State Zip

(228) 207- 2383 (228) 207-6447
Phone Fax

dshackelford@sciincms.com
Email

Local Mailing Address (if different than above):

3586 Sangani Boulevard, Suite L, PMB-345
Street

D'Iberville MS 39540
City State Zip

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

David Shackelford 3586 Sangani Blvd, Suite L, PMB-345
Name Street or P.O. Box

D'Iberville MS 39540
City State Zip

Attention: David Shackelford President of SCI, Inc.
Name Title

Submitted on May 17, 20 21.

State Contractor License No. 04939-MC. (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): n/a

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

Doing business as: _____

Attachment: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

A Partnership

Partnership Name: n/a (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: SCI, Inc (SEAL)

State of Incorporation: Mississippi

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

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

Name (typed or printed): David Shackelford

Title: President, SCI, Inc.

Attest: _____ (CORPORATE SEAL)
(Signature of Corporate Secretary) Glenda Shackelford

Date of Qualification to do business in Mississippi *[State Where Project is Located]* is 02 \17 \1980.

Attachment: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

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: _____

Title: David Shackelford, President of SCI, Inc. (Corporate Seal)

SCI, Inc. CORPORATE SEAL 1980 MISSISSIPPI

NOTARY PUBLIC: _____

Subscribe and sworn to before me this 17th day of May, 2021

Notary Public – State of Mississippi.

My Commission expires 03-20-2024 (Notary Seal)

VALERIE M MABRY Commission Expires 03-20-2024 NOTARY PUBLIC ID 89016 Harrison County STATE OF MISSISSIPPI

Attachment: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

State of Mississippi

Board of Contractors

ACTIVE

SCI, INC
13520 OLD HWY 67
BILOXI, MS 39532

is duly registered and entitled to perform

1) BUILDING CONSTRUCTION 2) HEAVY CONSTRUCTION
3) HIGHWAY, STREET AND BRIDGE CONSTRUCTION 4) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION
5) PIPE WORK - GAS LINES

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 1 day of Dec., 2020

BOARD OF CONTRACTORS ★ STATE OF MISSISSIPPI ★

CERTIFICATE OF RESPONSIBILITY
No. 04939-MC
Expires Dec. 1, 2021

Joel A. Caudill

CHAIRMAN OF THE BOARD

Attachment: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

SCI, Inc.
GENERAL CONTRACTOR
Mississippi Gulf Coast

CORPORATION CERTIFIED RESOLUTION

I, David Shackelford, President & CEO and Glenda Shackelford, Secretary/Treasurer of SCI, Inc., a corporation organized and existing under the laws of the State of Mississippi (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on June 19, 2019, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

Resolved: That Michael Shackelford, Vice President and Brandy Hamilton, Vice President of SCI, Inc. is empowered and authorized, on behalf of the Company, to execute and deliver contracts and amendments thereto, and all documents required by the Governor, the Mississippi Department of Public Works, the Mississippi State Properties Review Board and the Office of the Attorney General associated with such contracts and amendments.

In Witness Whereof, the undersigned has affixed his/her signature and the corporate seal of the Company this 19th day of June 2019.

(Corporate Seal)

SCI, Inc. CORPORATE SEAL 1980 MISSISSIPPI

Notary: Valerie M Mabry
My Commission Expires: 03-20-2020

Signature: Valerie M Mabry

David Shackelford, President/CEO

Glenda Shackelford, Secretary/Treasurer

VALERIE M. MABRY COMMISSION EXPIRES 03-20-2020 NOTARY PUBLIC ID 69016 HARRISON COUNTY STATE OF MISSISSIPPI

13520 Old Highway 67 Biloxi, MS 39532 Phone: (228) 207-2383 • Fax: (228) 207-6447

www.scimsgulfcoast.com

Attachment: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

STATE OF MISSISSIPPI

HARRISON COUNTY

CERTIFIED
RESOLUTION
OF THE BOARD OF DIRECTORS
OF SCI, INC.,
a Mississippi Corporation

Before me, the undersigned, a Notary Public in and for said county and said estate, personally appeared Glenda J. Shackelford, who being duly sworn stated the following:

1. I am the duly elected Corporate Secretary of SCI, Incorporated, a corporation organized and existing under the laws of the state of Mississippi, and

2. I do hereby certify that attached hereto as Exhibit "A" is a true and correct copy of the resolution of the Company adopted by the Board of Directors of SCI, Incorporated, on November 20, 2020, pertaining to the authorization of officers to sign, execute and deliver on behalf of the Company all construction contracts and all documents relating to the construction contract which resolution is presently in full force and effect:

IN WITNESS WHEREROF, I have hereunto subscribed my signature and affixed the seal of the corporation this 20th day of November, 2020.

SCI, INC. CORPORATE SEAL 1980 MISSISSIPPI

Glenda J. Shackelford
Glenda J. Shackelford

SCI, INC.
OFFICERS AUTHORIZED TO SIGN CONTRACTS

STATE OF MISSISSIPPI
HARRISON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Glenda J. Shackelford, whose name as Corporate Secretary of **SCI, INC.**, a Mississippi corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she, in her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 20th day of November, 2020.

VALERIE M MABRY Commission Expires 03-20-2024 NOTARY PUBLIC ID 89016 Harrison County STATE OF MISSISSIPPI

Valerie M Mabry
Notary Public
My Commission Expires: 3/20/2024

Attachment: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

"EXHIBIT A"

**ACTIONS TAKEN BY WRITTEN CONSENT
BY THE BOARD OF DIRECTORS OF
SCI, INC.**

By written consent of all the directors of SCI, Incorporated (the "Company"), the following actions and resolutions were taken and consented to:

BE IT RESOLVED that either the President, Vice President, Secretary or Treasurer of SCI, Inc., whose names appear on the Corporate minutes of its Annual Meeting held November 20, 2020, are authorized to sign and execute construction contracts, and all documents relating to the construction contract, on behalf of the Company. They are the following:

David J. Shackelford	President
Glenda J. Shackelford	Secretary/Treasurer
Michael D. Shackelford	Vice President
Brandy J. Hamilton	Vice President

Each of whom is currently serving in the capacity to which elected.

The above actions and resolutions being taken upon the written consent of all the directors of SCI, Inc., their signatures below. This the 20th day of November, 2020.

DIRECTORS:

David L. Shackelford

Glenda J. Shackelford

Michael D. Shackelford

Brandy J. Hamilton

Attachment: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

SCI, INC.
SECRETARY'S CERTIFICATE

I, Glenda J. Shackelford, duly elected Secretary of SCI, Inc., a Mississippi corporation, do hereby certify that attached hereto as Exhibit "A" is a true and correct listing of the officers authorized to sign and execute construction contracts, and all documents relating to the construction contract, on behalf of the Company.

In witness whereof, I have hereunto signed my name as of the 20th day of November, 2020.

Glenda J. Shackelford

SEAL

Attachment: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

SECTION 00430
BID BOND

Mississipp

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

BIDDER (Name and Address):
SCI, Inc.
13524 Old Highway 67
Biloxi, Mississippi 39532

SURETY (Name and Address of Principal Place of Business):
The Gray Casualty & Surety Company
P. O. Box 6202
Metairie, LA 70009-6202

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

BID
Bid Due Date: May 17, 2021
Project (Brief Description Including Location): *Replacement of Bridge No. 1 on Crane Creek Road*

BOND
Bond Number: Bid Bond
Date (Not later than Bid due date): May 17, 2021
Penal sum Five Percent of Bid Amount (Words) 5% of Bid (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

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

By:
Signature and Title David Shackelford, President

Attest:
Signature and Title Valerie M Mabry, Witness

SURETY

The Gray Casualty & Surety Company
Surety's Name and Corporate Seal

By:
Signature and Title Amanda Jean Charfauros, Attorney-in-Fact
(Attach Power of Attorney) Resident Mississippi Agent
Fisher Brown Bottrell Insurance, Inc.

Attest:
Signature and Title Karlin Garrett, Witness

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

Attachment: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

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: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

Fisher Brown Bottrell Insurance, Inc.
05/13/2021 13:27 200534409567

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond **Principal:** SCI, Inc.

Project: Hancock County Board of Supervisors
Replacement of Bridge No. 1 on Crane Creek Road

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Jerry G. Veazey, Jr., Trina Cobb, Peggy L. Jackson, Angela Bullie, Brody Eric Buckley, Amanda Jean Charfauros, and Stephen Wesley Price, Jr. of Jackson, Mississippi jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest: Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

LISA S. MILLAR NOTARY PUBLIC STATE OF LOUISIANA

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this 17th day of May , 2021 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

Attachment: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

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.

Replacement of Bridge No. 1 on Crane Creek Road

Title of Project or Subcontract

May 17, 2021

Prime or Subcontractor's Name

David Shackelford ,President of SCI, Inc.

Signature/Date

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

Attachment: SCI (8143 : Replacement of Bridge No. 1 on Crane Creek Road.)

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	May 10, 2021
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20210510-07
	DOCKET MAY 10, 2021

ATTACHED:
15-MAY 10, 2021

Attachment: Resolution# 20210510-07 Docket May 10, 2021 (8153 : HCPHC May 10, 2021 Docket of Claims.)

HANCOCK
MISSISSIPPI
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HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210510-07

Claims Docket

BE IT RESOLVED, that the May 10, 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 10th day of May 2021.

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

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
15-MAY 10, 2021

Attachment: Resolution# 20210510-07 Docket May 10, 2021 (8153 : HCPHC May 10, 2021 Docket of Claims.)

HANCOCK COUNTY PORT & HARBOR COMMISSION
G O DOCKET
MAY 10, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	AGJ SYSTEMS & NETWORKS INC.	IT SUPPORT/E-MAIL/ANTI-SPAM	$ 3,300.50
2	ALL SAFE TECHNOLOGIES	DOOR ACCESS CONTROL ADMIN SUBSCRIPTION	$ 25.00
3	BENNETT, MICHAEL	COMMISSION MEETING	$ 196.75
4	BLUE CROSS BLUE SHIELD OF MISSISSIPPI	MEDICAL INSURANCE	$ 21,882.31
5	BXS INSURANCE	MAY 2021 - APR 2022 INSURANCE RENEWALS	$ 97,499.60
6	CLAY FIRM	GOVERNMENT RELATIONS & CONSULTING	$ 2,610.90
7	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 449.68
8	COMMUNITY COFFEE COMPANY, LLC	COFFEE SERVICE	$ 130.55
9	FEDEX	POSTAGE	$ 40.59
10	HOLMAN, DAVID	COMMISSION MEETING	$ 187.55
11	INFINISOURCE, DBA ISOLVED	MEDICAL HRA PLAN	$ 959.22
12	INTERNAL REVENUE SERVICE	PAYROLL TAXES	$ 12,763.60
13	JORDAN, PAULA C.	COMMISSION MEETING	$ 216.30
14	KILN UTILITY & FIRE DISTRICT	MONTHLY UTILITIES	$ 96.29
15	LISA MONTI	MARKETING-INTERVIEWS/PRESS RELEASES	$ 227.50
16	METLIFE INSURANCE	INSURANCE	$ 3,567.46
17	NECAISE, DEREK	COMMISSION MEETING	$ 182.95
18	PERS OF MISSISSIPPI	PERS PAYMENT	$ 25,161.64
19	PRCC DEVELOPMENT FOUNDATION	GOLF TOURNAMENT SPONSORSHIP	$ 500.00
20	R J YOUNG COMPANY, LLC	COPIER RENTAL/USAGE	$ 444.90
21	RAILROAD CT-1 TAXES	PAYROLL TAXES	$ 8,581.62
22	RANKIN & ASSOC PAYROLL ACCOUNT	MONTHLY PAYROLL	$ 52,698.48
23	RLI SURETY	BONDS-R.SWANSON	$ 175.00
24	SOUTHERN ECON DEVELOPMENT COUNCIL	ANNUAL MEMBERSHIP DUES	$ 750.00
25	SOUTHSHORE BUILDING SERVICES, INC	CUSTODIAL SUPPLIES	$ 195.75
26	SWANSON, ROBERT D.	COMMISSION MEETING	$ 192.15
27	TERRAPIN CONSULTING, LLC	GP SUPPORT	$ 140.00
28	WARD, ALINE M.	COMMISSION MEETING	$ 195.60
29	WASTE MANAGEMENT, INC	DUMPSTER SERVICE	$ 125.67
		TOTAL ADMIN OPERATING EXPENSE:	$ 233,497.56
		TOTAL GO DOCKET:	$ 233,497.56

Attachment: Resolution# 20210510-07 Docket May 10, 2021 (8153 : HCPHC May 10, 2021 Docket of Claims.)

HANCOCK COUNTY PORT & HARBOR COMMISSION
RAILROAD DOCKET
MAY 10, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	BXS INSURANCE	MAY 2021 - APR 2022 INSURANCE RENEWALS	$ 118,424.85
2	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 293.30
3	NORTHWESTERN OKLAHOMA RR CO	CAR HIRE, FEBRUARY 2021	$ 38.16
4	ODYSSEY LOGISTICS (SABIC)	RETURN PAYMENT MADE IN ERROR	$ 142,909.60
5	RAILROAD TOOLS AND SOLUTIONS LLC	EQUIPMENT-STEEL DECK PUSH CAR	$ 6,427.72
6	SOUTHEAST MOTIVE POWER LLC	R&M-LOCOMOTIVE, LEAD REPAIR/INSPECTION	$ 5,185.72
7	SYSTEMS ASSOCIATES, INC	ANNUAL SCALE SOFTWARE UPGRADE	$ 718.53
8	WAL-MART	BOTTLED WATER	$ 238.80
9	WASTE MANAGEMENT, INC	DUMPSTER SERVICES	$ 78.00
10	WRIGHT NATIONAL FLOOD INSURANCE CO	JUN 2021 - MAY 2022 FLOOD RENEWALS	$ 4,265.00
		TOTAL OPERATING EXPENSE:	$ 278,579.68
		TOTAL RAILROAD DOCKET:	$ 278,579.68

Attachment: Resolution# 20210510-07 Docket May 10, 2021 (8153 : HCPHC May 10, 2021 Docket of Claims.)

HANCOCK COUNTY PORT & HARBOR COMMISSION
INDUSTRIAL PARK DOCKET
MAY 10, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	BXS INSURANCE	MAY 2021 - APR 2022 INSURANCE RENEWALS	$ 102,936.17
2	CAR PARTS CENTER / CAR QUEST, INC	SUPPLIES-OPERATING	$ 104.66
3	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 660.93
4	EXPRESS SERVICES, INC.	EMPLOYMENT SERVICES - MAINTENANCE	$ 707.60
5	JIM BLOUNT'S FLOOR COVERING	R&M-TRAINING CENTER CARPETING	$ 14,737.37
6	SHERWIN-WILLIAMS CO.	R&M-TRAINING CENTER CONF RM/OFFICE PAINT	$ 279.60
7	WRIGHT NATIONAL FLOOD INSURANCE CO	JUN 2021 - MAY 2022 FLOOD RENEWALS	$ 17,566.00
		TOTAL OPERATING EXPENSE:	$ 136,992.33
		CAPITAL PROJECTS	
8	COMPTON ENGINEERING, INC	PB2102, PUBLIC DOCK MOORING	$ 525.00
		TOTAL CAPITAL EXPENSE:	$ 525.00
		TOTAL PORT DOCKET:	$ 137,517.33

Attachment: Resolution# 20210510-07 Docket May 10, 2021 (8153 : HCPHC May 10, 2021 Docket of Claims.)

HANCOCK COUNTY PORT & HARBOR COMMISSION
STENNIS INTERNATIONAL AIRPORT DOCKET
MAY 10, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	BXS INSURANCE	MAY 2021 - APR 2022 INSURANCE RENEWALS	$ 191,343.35
2	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 8,374.48
3	FUELMAN	SUPPLIES-FUEL	$ 193.73
4	KILN UTILITY & FIRE DISTRICT	MONTHLY UTILITIES	$ 937.32
5	MOSES ELECTRIC, INC	R&M BUILDING-FUEL FARM LIGHTING	$ 500.00
6	R J YOUNG COMPANY, LLC	COPIER RENTAL/USAGE	$ 135.42
7	SOUTHERN FIRE SAFETY SYSTEMS INC	SUPPLIES-PURPLE K DRY CHEMICAL	$ 3,225.00
8	SOUTHERN PIPE & SUPPLY	R&M BUILDING-ATCT COOLING/HEATING UNIT	$ 990.86
9	SOUTHSHORE BUILDING SERVICES, INC	CUSTODIAL SERVICES	$ 530.00
10	TEAM ONE COMM., INC	EQUIPMENT-ATCT SIGNAL PHONE HEADSETS	$ 467.00
11	WASTE MANAGEMENT, INC	DUMPSTER SERVICES	$ 330.00
12	WRIGHT NATIONAL FLOOD INSURANCE CO	JUN 2021 - MAY 2022 FLOOD RENEWALS	$ 15,029.00
		TOTAL OPERATING EXPENSE:	$ 222,056.16
		CAPITAL PROJECTS	
13	COMPTON ENGINEERING, INC	AP2106, PACKAGING HANGAR AP2107, PROJECT HANGARS	$ 11,200.00
14	MICHAEL BAKER INTERNATIONAL, INC	AP1701, HANGAR PHASE II	$ 32,541.62
15	MIKE ROZIER CONSTRUCTION CO, INC	AP1806, CORPORATE UAS HANGAR AP1901, UAS HANGAR APRON/FUEL FARM	$ 298,523.00
		TOTAL CAPITAL EXPENSE:	$ 342,264.62
		TOTAL AIRPORT DOCKET:	$ 564,320.78

Attachment: Resolution# 20210510-07 Docket May 10, 2021 (8153 : HCPHC May 10, 2021 Docket of Claims.)

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	May 10, 2021
To:	Port & Harbor Commission
From:	James Buras, Director of Public Works
Subject:	RESOLUTION# 20210510-05
	AUTHORIZING EXECUTION OF TASK ORDER #10 TO KUTCHINS AND GROH, LLC FOR PROFESSIONAL SERVICES ASSOCIATED WITH PREPARING FY2021 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM GRANT (PIDP) FOR PORT BIENVILLE RAILROAD STORAGE YARD AT A COST NOT TO EXCEED $52,500

Budget	**2021**	**2022**	**Total**
Engr	$383,825	$0	$383,825
Constr	$0	$5,483,203	$5,483,203
CNMR	$139,000	$0	$139,000
Site Prep	$72,000	$0	$72,000
Debt Issuance	$0	$164,496	$164,496
Total Budget	$594,825	$6,031,524	$6,626,349

Funding	**2021**	**2022**	**Total**
Internal	$594,825	$164,496	$759,321
Financing	$0	$5,867,028	$5,867,028
Total Budget	$594,825	$6,031,524	$6,626,349

ATTACHED:
HCPHC PIDP Grant Application TO - Signed

Attachment: Resolution# 20210510-05 task order #10 to Kutchins and Groh, LLC infrastructure dev grant port bienville railroad storage yard not

Attachment: Resolution# 20210510-05 task order #10 to Kutchins and Groh, LLC infrastructure dev grant port bienville railroad storage yard not

HANCOCK
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HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210510-05

AUTHORIZING EXECUTION OF TASK ORDER #10 TO KUTCHINS AND GROH, LLC FOR PROFESSIONAL SERVICES ASSOCIATED WITH PREPARING FY2021 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM GRANT (PIDP) FOR PORT BIENVILLE RAILROAD STORAGE YARD AT A COST NOT TO EXCEED $52,500

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 was amended by Resolutions 20210322-02;

WHEREAS, the FYE 2021 Budget and associated 2019 WIP – 2022 Capital Improvement Plan includes Project **RR2104-Storage Yard** budgeted in the amount of **$6,626,349.00**;

WHEREAS, pursuant to authority delegated by Resolution 20200715-05 the Hancock County Port & Harbor Commission ("Commission") executed a professional services agreement (the "Agreement") with Kutchins & Groh, LLC for professional services associated with planning and support services for Hancock County Port and Harbor Commission;

WHEREAS, the Commission wishes to pursue a Port Infrastructure Development Program (PIDP) Grant to help fund RR2104-Storage Yard project that will increase our rail storage capacity by approximately 160 to 180 cars;

WHEREAS, it is in the best interest of the Commission to approve the attached Task Order #10 for PIDP grant application assistance for $52,500.00;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby approves and authorizes the execution of Task Order #10 to Kutchins and Groh, LLC by the Chief Executive Officer for a not to exceed amount of $52,500.00;

ATTACHED:
HCPHC PIDP Grant Application TO - Signed

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:	David Holman, Commissioner
SECONDER:	Robert Martin, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
HCPHC PIDP Grant Application TO - Signed

Attachment: Resolution# 20210510-05 task order #10 to Kutchins and Groh, LLC infrastructure dev grant port bienville railroad storage yard not

Attachment: Resolution# 20210510-05 task order #10 to Kutchins and Groh, LLC infrastructure dev grant port bienville railroad storage yard not

Task Order #10

WORK AUTHORIZATION

The Project/Task, Scope of Work and Compensation set forth in this Work Authorization is a part of that certain Agreement dated July 21, 2020, between the Hancock County Port and Harbor Commission (HCPHC) and Kutchins & Groh, L.L.C. Unless otherwise specifically set forth herein, all other terms shall be as set forth in the Agreement.

1. Project/Task:

Prepare a Port Infrastructure Development Program (PIDP) grant application for the Hancock County Port and Harbor Commission (HCPHC).

2. Scope of Work:

The application for a PIDP grant will be drafted and submitted to potentially provide funding for the development of the Port Bienville Railroad Storage Yard. The application is due by 5:00 PM E.D.T. on July 30, 2021 via the *Grants.gov* web portal. Under this task order, the K&G team will provide a grant application for HCPHC to submit to the Department of Transportation (DOT). The application will be drafted in accordance with the DOT's **Notice of Funding Opportunity (NOFO) for the Maritime Administration's Port Infrastructure Development Program under the Consolidated Appropriation Act, 2021** published on April 16, 2021.

The completed application will include:

- the Application for Federal Assistance Form 424
- a Project Description
- a Project Location and Preliminary Environmental Review
- a Project Budget and Funding Plan
- addressing the Project's Merit Criteria, including:
    - Effects on the Movement of Goods
    - Support for Economic Vitality at the National and Regional Level
    - Addressing Climate Change and Environmental Justice Impacts
    - Advancing Racial Equity and Reducing Barriers to Opportunity
    - Leveraging Federal Funds to Attract Non-Federal Sources of Infrastructure Investment
- supporting the Project's Readiness including:
    - Addressing the Commission's Technical Capacity
    - Providing an Initial Project Schedule
    - Providing Environmental Risk documentation
- identifying the project's Domestic Preference for materials and manufactured products.

This documentation will be provided in alignment with the recommended Project Determinations outlined in the published NOFO. The task order assumes the HCPHC has an active *Grants.gov* account. If not, an account should be created immediately.

While this application will be thorough and reviewed by professionals with PIDP application experience, it is important to note that grant applications are not a guarantee of funding. If the grant application is not awarded, this task order will offer ongoing support for an updated 2022 fiscal year grant application up to the stated not-to-exceed amount.

3. **Compensation:**

Compensation shall be based on the not-to-exceed amount of **$52,500**. Periodic monthly invoices based on the progress of the work will be submitted in accordance with the terms and conditions of the base agreement.

Dated as of _____, 2021.

Hancock County Port and Harbor Commission

By:_____
William P. Cotter Jr., C.M.

Title: Executive Director

KUTCHINS & GROH, L.L.C.

By:_____
George Groh, AIA

Title: Managing Principal

Attachment: Resolution# 20210510-05 task order #10 to Kutchins and Groh, LLC infrastructure dev grant port bienville railroad storage yard not

Task Order 10
Not-To-Exceed Amount Breakdown

Team Roles:

Company	Role	Cost
Kutchins & Groh, LLC	Application Coordination, Completing Application for Federal Assistance Form 424, Drafting Grant Application Components, Developing Project Funding Plan	$6,400
Subconsultants:		
CSRS	Assist with Project Description, Environmental Review, Project's Merit Criteria, Project Readiness, and Identifying the Project's Domestic Preference for Materials and Manufactured Products	$31,100
EPB US	National & Regional Economic Vitality Analysis	$15,000

Hourly Cost Breakdown:

Role	Hourly Rate	Amount	Amount
Kutchins & Groh, LLC			
Project Planner III	$160.00	40	$6,400
		Total	**$6,400**
CSRS			
Project Executive	$255.00	40	$10,200.00
Sr. Project Coordinator	$130.00	70	$9,100.00
Environmental Project Manager	$175.00	20	$3,500.00
Environmental Scientist	$100.00	30	$3000.00
Travel	$2,650.00	2	$5,300.00
		Total	**$31,100.00**
EPB US			
Senior Economist	$210.00	40	$8,400.00
Mid-Level Economist	$157.00	40	$6,280.00
Admin	$110.00	3	$330.00
		Total	**$15,000**

Total Not-to-Exceed Amount: $52,500

Attachment: Resolution# 20210510-05 task order #10 to Kutchins and Groh, LLC infrastructure dev grant port bienville railroad storage yard not

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	May 10, 2021
To:	Port & Harbor Commission
From:	Bridgette Jones, Executive Secretary
Subject:	RESOLUTION# 20210510-10
	SPREADING EXECUTED CHANGE ORDER NO. 3 FOR ZERO COST AND 42 DAY TIME EXTENSION ON PROJECT AP1701–RESTORE HANGAR PHASE II TO DRACE CONSTRUCTION CORPORATION FOR ASPHALT PARKING MODIFICATIONS, ACCESS CONTROL AND WALL HYDRANTS

Budget	
Engineering	$231,800
Construction	$5,079,317
Management	$213,205
Misc	$41,012
Total	**$5,565,334**

Funding	
Federal Grants	$1,850,000
Internal Funds	$3,715,334
Total	**$5,565,334**

ATTACHED:
Change Order #3 RESTORE Hangar April 2021 Executed

Attachment: Resolution# 20210510-10 spreading change order no. 3 zero cost 42 extra days AP1701 to drace construction for asphalt

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210510-10

SPREADING EXECUTED CHANGE ORDER NO. 3 FOR ZERO COST AND 42 DAY TIME EXTENSION ON PROJECT AP1701–RESTORE HANGAR PHASE II TO DRACE CONSTRUCTION CORPORATION FOR ASPHALT PARKING MODIFICATIONS, ACCESS CONTROL AND WALL HYDRANTS

RESULT:	**CARRIED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Michael Casano, Commissioner
SECONDER:	David Holman, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Change Order #3 RESTORE Hangar April 2021 Executed

Attachment: Resolution# 20210510-10 spreading change order no. 3 zero cost 42 extra days AP1701 to drace construction for asphalt

PROJECT CHANGE ORDER

PROJECT:	CHANGE ORDER NUMBER	003
MDEQ-18-0036 Re-Design New Hangar Building, AIP1701-Hangar Phase II	DATE:	April 29, 2021
CONTRACTOR: Drace Construction 922 Porter Ave, Suite 101 Oceans Springs, MS 39564	**ARCHITECT' PROJECT NUMBER:** **CONTRACT DATE:** **CONTRACT FOR:**	18-00036 January 1, 2020 General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

The original Contract Sum was	$5,079,317.00
The net change by previously authorized Change Orders	0
The Contract Sum prior to this Change Order	$5,079,317.00
The Contract Sum will be increased by this Change Order in the amount of	**$0.00**

Add work items:

1. CR-09_Parking Lot Modifications $36,000.00
2. CR-10_Access and Controls $12,000.00
3. CR-11_Exterior. Freeze Proof Wall Hydrants $ 7,000.00

Deduct work items:

1. Bituminous Base Course (8" Thick): Reduce plan quantity From 840 tons to 777 tons. (63 tons x $131.00 per ton = $8,253.00)

Allowances:

1. Deduction from General Allowance: $22,435.00 (Remaining Balance $8.00)
2. Deduction from Finish Hardware Allowance: $24,312.00

Amount to be paid to Contractor	**0**
The New Contract Sum including this Change Order will be	$5,079,317.00

THE CONTRACT TIME IS CHANGED AS FOLLOWS:

The Contract time will be INCREASED/DECREASED by **42** Calendar Days	
The Date of Substantial Completion as of the date of this Change Order Will be	June 1, 2021

CHANGE ORDER DESCRIPTION:

Complete descriptions of the additional work items are attached.

Attachment: Resolution# 20210510-10 spreading change order no. 3 zero cost 42 extra days AP1701 to drace construction for asphalt

THIS CHANGE ORDER IS NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER.

Michael Baker International, Inc.	Drace Construction	Hancock County Port and Harbor Commission
ENGINEER 2113 Government St., D-3, Ocean Springs, MS 39564	**CONTRACTOR** P.O. Box 1797 Ocean Springs, MS 39502	**OWNER** Stennis International Airport Hancock County
BY (Signature) Jeffrey D. May	BY (Signature) John R. Drace	BY (Signature) William P. Cotter

Attachment: Resolution# 20210510-10 spreading change order no. 3 zero cost 42 extra days AP1701 to drace construction for asphalt

Drace Construction Corp.
P.O. Box 1797
Gulfport, MS 39502
Ph : 228-244-0100

Change Request

To: Bobby Odom
MIchael Baker International
Fax: 251-380-089825

Number: 11
Date: 3/15/21
Job: 19-0005.00 Stennis Hangar MDEQ-18-00036
Phone: 228-364-2314

Description: Exteiror Freezeproof Wall Hydrants

Reason: Change in Scope

We are pleased to offer the following specifications and pricing to make the following changes:

Provide (2) new exterior freezeproof wall hydrants, as requested by the owner. (Product data attached herein) Locations of new wall hydrants will be positioned in locations requested by the owner and as noted in RFI 050 response.

This additional work will require the removal of finished drywall. Costs associated with protection finished surfaces & fixtures, reinstallation of drywall, finishing, and repainting are included herein.

Time required to execute the scope(s) of work will commence on NTP and will take 14 days to complete.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Painting / Drywall Finishing				$900.00		$900.00
Drywall				$900.00		$900.00
Plumbing	$2,392.00	$1,853.00	$400.00		$576.00	$5,221.00
					Subtotal:	$7,021.00
				$7,021.00		$0.00
					Total:	**$7,021.00**
						$7,000.00

If you have any questions, please contact me at 228-244-0100.

Submitted by: Aaron Ladner
Drace Construction Corp.

Approved by: [signature]
Date: 04/30/2021

Cc: Stephen Koenenn (Drace Const. Corp), Jeff May (MIchael Baker International), James Buras (Hancock County Port & Harbor C), Michael A LeBatard (LeBatard Architecture, PLLC)

Attachment: Resolution# 20210510-10 spreading change order no. 3 zero cost 42 extra days AP1701 to drace construction for asphalt

Attachment: Resolution# 20210510-10 spreading change order no. 3 zero cost 42 extra days AP1701 to drace construction for asphalt

Drace Construction Corp.
P.O. Box 1797
Gulfport, MS 39502
Ph : 228-244-0100

Change Request

To: Bobby Odom
Michael Baker International
Fax: 251-380-089825

Number: 9
Date: 4/8/21
Job: 19-0005.00 Stennis Hangar MDEQ-18-00036
Phone: 228-364-2314

Description: Parking Lot Modifications

Reason: Change in Scope
Initiated by: James Buras (Hancock County Port & Harbor C)
Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:

Work requested to modify the recently constructed parking lot as follows:

Demo/Remove recently constructed curb & gutter
Install additional crushed aggregate base course to increase elevation of new curb & gutter
Raise/modify recently installed storm drain inlet elevation
Raise/modify elevations of (2) recently installed manhole lid assemblies to accommodate asphalt paving and slope
Installation of additional asphalt paving. Quantity of additional asphalt paving shall be installed per directive of owner and/or engineer of record.
Hydroseeding and SOD services, as directed by owner and/or engineer of record

The price noted herein is for work to commence on written directon and will required an 28 calendar days to complete.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Asphalt Paving				$11,360.00	$5,000.00	$16,360.00
Concrete Curb & Gutter				$1,320.00		$1,320.00
Storm Drainage Utilities				$4,600.00		$4,600.00
Site Demolition	$1,200.00					$1,200.00
Selective Demolition Asphalt				$3,844.00		$3,844.00
Hydraulic Seeding				$4,600.00		$4,600.00
Sodding				$3,430.00		$3,430.00
Crushed Stone Surfacing				$648.00		$648.00
					Subtotal:	$36,002.00
				$36,002.00		$0.00
					Total:	**$36,002.00**
						$36,000.00

If you have any questions, please contact me at 228-244-0100.

Submitted by: Aaron Ladner
Drace Construction Corp.

Approved by: William P Cotten
Date: 04/30/2021

Cc: Jeff May (Michael Baker International), Stephen Koenenn (Drace Const. Corp), James Buras (Hancock County Port & Harbor C), Russell Worten (Michael Baker International)

Attachment: Resolution# 20210510-10 spreading change order no. 3 zero cost 42 extra days AP1701 to drace construction for asphalt

Drace Construction Corp.
P.O. Box 1797
Gulfport, MS 39502
Ph : 228-244-0100

Change Request

To: Bobby Odom
MIchael Baker International
Fax: 251-380-089825

Number: 10
Date: 4/6/21
Job: 19-0005.00 Stennis Hangar MDEQ-18-00036
Phone: 228-364-2314

Description: Access Controls

Reason: Change in Scope
Initiated by: James Buras (Hancock County Port & Harbor C)

We are pleased to offer the following specifications and pricing to make the following changes:

Provide access controls to the exterior man gate, sliding cantilever gate, and keypad operator. Vendor of choice to provide access controls was selected and provided by owner.
Electrical supply to the man gate, keypad operator, and sliding gate operator is inclusive. Saw cutting and removal of asphalt will be required to bring power supply to all operators and man gate controls. Costs associated with the removal and replacement of asphalt is inclusive. Quantities and costs associated with asphalt work were derived based on the contractor's knowledge and understanding of what should be required to achieve an acceptable finished product.

The price noted herein is for work to commence on written direction and will required an additional 21 calendar days to complete.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Electrical				$3,100.00		$3,100.00
Access Controls				$7,367.00		$7,367.00
Asphalt Paving				$864.00		$864.00
Selective Demolition Asphalt				$700.00		$700.00
					Subtotal:	$12,031.00
			Fee	$12,031.00		$0.00
					Total:	**$12,031.00**
						$12,000.00

If you have any questions, please contact me at 228-244-0100.

Submitted by: Aaron Ladner
Drace Construction Corp.

Approved by: [signature]
Date: 04/30/2021

Cc: Jeff May (MIchael Baker International), Stephen Koenenn (Drace Const. Corp), James Buras (Hancock County Port & Harbor C), Russell Worten (MIchael Baker International), Chanse Watson (Stennis International Airport)

Attachment: Resolution# 20210510-10 spreading change order no. 3 zero cost 42 extra days AP1701 to drace construction for asphalt

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	May 10, 2021
To:	Port & Harbor Commission
From:	Blaine LaFontaine,
Subject:	RESOLUTION# 20210510-06 AUTHORIZING CHIEF EXECUTIVE OFFICER TO EXECUTE WORK AUTHORIZATION #9 FROM KUTCHINS AND GROH, LLC TO UPDATE THE MINIMUM STANDARDS FOR COMMERCIAL ACTIVITIES, RULES AND REGULATIONS, AIRPORT'S PUBLISHED RATES AND CHARGES, AND CONDUCT STRATEGIC REVENUE STRATEGIES FOR VARIOUS AERONAUTICAL ASSETS IN A NOT-TO-EXCEED AMOUNT OF $33,387.50

Scope of Work:

1) Update Minimum Standards & Rules and Regulations'

Minimum Standards are a set of minimum requirements for an individual or entity wishing to provide aeronautical services at Stennis International Airport - for example, types of services authorized, minimum leasehold size, hours of operation, fees, etc.

Rules and Regulations are set of requirements for all tenants and/or operators at the Stennis International Airport - for example, security requirements (badging), speed limits, runway closures due to aircraft incidents, hangar use, hangar waiting list etc.

Update will include survey of other airports whose services have the greatest applicability to HAS to ensure alignment with Commission's strategic vision for the Airport, planning meetings with Airport Management and external stakeholders (tenants, etc.), and development of a draft document to be reviewed/approved. All updates will align with all federal, state, local regulations as well as applicable Federal Aviation Administration requirements to ensure adherence with Grant Assurances.

2) Update Airports Rates and Charges

ATTACHED:
HSA TO 9 Min. Stand_RC TO - Signed

Attachment: Resolution# 20210510-06 work auth #9 to Kutchins and Groh, LLC to update minimum standards , rules, regulations, rates,

Update will include revisiting 2018 market survey of similar surrounding airports to ensure airport is charging proper market rate but also ensures fees are fair and reasonable to maintain the Airport's self-sustainability. Also included review to all compliance standards including FAA Order 5160 and Grant Assurances and the following tasks:

a) Revenue Strategies for future HCPHC Aviation Developments (Multi-User Aero Strip, High Power Run-Up Pad, etc.)

b) Revenue Splits with Tenants (existing FBO)

c) Further Clarification of Charges (i.e. tie-down tenants, overnight parking based on type aircraft, and special event parking, etc.)

d) Analysis and Recommended Rate Structure based on survey data and other HCPHC considerations such as location, development type, lease term, funding source, taxes, etc.

Cost: Not to Exceed $33,387.50

ATTACHED:
HSA TO 9 Min. Stand_RC TO - Signed

Attachment: Resolution# 20210510-06 work auth #9 to Kutchins and Groh, LLC to update minimum standards , rules, regulations, rates,

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

RESOLUTION# 20210510-06

AUTHORIZING CHIEF EXECUTIVE OFFICER TO EXECUTE WORK AUTHORIZATION #9 FROM KUTCHINS AND GROH, LLC TO UPDATE THE MINIMUM STANDARDS FOR COMMERCIAL ACTIVITIES, RULES AND REGULATIONS, AIRPORT'S PUBLISHED RATES AND CHARGES, AND CONDUCT STRATEGIC REVENUE STRATEGIES FOR VARIOUS AERONAUTICAL ASSETS IN A NOT-TO-EXCEED AMOUNT OF $33,387.50

WHEREAS, by Resolution 20200824-02 and amended by Resolution 20210322-02, the Commission adopted its FYE 2021 Budget;

WHEREAS, Staff desires to review, update and further define the Minimum Standards, Rules and Regulations, Rates and Charges with respect to recent appraisals, defining special events, and to ensure the rates remain within market since COVID-19 in addition to strategic revenue strategies for future developments at Stennis International Airport;

WHEREAS, by Resolution 20181010-09, the Commission approved an update to the Published Rates and Charges provided by Kutchins and Groh from a market survey in 2018;

WHEREAS, by Resolution 20200715-05, the Commission entered into an on-call planning and implementation consulting services contract with Kutchins and Groh, LLC following Request for Qualifications solicitations required by the Federal Aviation Administration;

WHEREAS, Kutchins and Groh, LLC submitted Work Authorization #9 under the existing consulting services contract, to review and update our Minimum Standards, Rules and Regulations, Published Rates and Charges for Stennis International Airport, to confirm within market, provide more defined rates based on appraisals and potential restructuring of charges based on Strategic Plan, and to ultimately ensure compliance within FAA Order 5190.6B FAA Airport Compliance Manual and the FAA's Grant Assurances;

WHEREAS, Work Authorization #9 submitted by Kutchins and Groh, LLC has a total not-to-exceed cost of $33,387.50;

ATTACHED:
HSA TO 9 Min. Stand_RC TO - Signed

Attachment: Resolution# 20210510-06 work auth #9 to Kutchins and Groh, LLC to update minimum standards , rules, regulations, rates,

WHEREAS, Staff recommends the Chief Executive Officer or delegee execute Work Authorization #9 at a total not-to-exceed cost of $33,387.50 to provide a review and updates to the Airport's Published Rates and Charges and the Minimum Standards/Rules and Regulations;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby accepts and authorizes its Chief Executive Officer or delegee to execute Work Authorization #9 at a total not-to-exceed cost of $33,387.50 to provide a review and updates to the Airport's Published Rates and Charges and the Minimum Standards/Rules and Regulations.

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

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

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
HSA TO 9 Min. Stand_RC TO - Signed

Attachment: Resolution# 20210510-06 work auth #9 to Kutchins and Groh, LLC to update minimum standards , rules, regulations, rates,

Task Order #9

WORK AUTHORIZATION

The project/task, scope of work, and compensation set forth in this Work Authorization is a part of that certain Agreement dated July 20, 2020, between the Hancock County Port and Harbor Commission and Kutchins & Groh, L.L.C. Unless otherwise specifically set forth herein, all other terms shall be as set forth in the Agreement.

1. Project/Task:

Update the Airport's Minimum Standards and provide an updated review of the Airport's rates and charges.

2. Scope of Work:

Task One: Update of Minimum Standards and Rules & Regulations

This task is to develop an update to the Airport's existing set of Minimum Standards and Rules & *Regulations* to be adopted by the Hancock County Port and Harbor Commission. The purpose of this task is to clearly define general requirements for all current and potential tenants operating their businesses at the Stennis International Airport (HSA). Examples of such requirements include but are not limited to full compliance with all applicable current federal, state, and local regulations with regards to aviation, the environment, and security; general operating requirements in support of lease terms; and the process for resolving issues that may arise in the course of the tenancy. Also includes review of rules and regulations, which are expected of all operators at Stennis International Airport – including any recommendations.

To accomplish this task, a review of minimum standards in current use at other airports will be conducted to glean those elements which have the greatest applicability to HSA now and in concert with the Commission's vision for the future development of the Airport. This review combined with "best practices" will result in a recommended set of Minimum Standards and Rules & Regulations to be adopted by the Commission.

This effort will include the following efforts:

- Kutchins & Groh will lead planning meetings with Airport management to provide a draft document to be reviewed and amended to the satisfaction of the Airport.
- If requested, this Task Order will allow Kutchins and Groh to work with Airport Management to obtain input from key stakeholders and tenants. This will involve meetings to discuss existing operational and security requirements and to identify areas that need to be updated. It is envisioned that these meetings would largely be accomplished via teleconferences. Potential stakeholders envisioned for these potential working group would include:

Attachment: Resolution# 20210510-06 work auth #9 to Kutchins and Groh, LLC to update minimum standards , rules, regulations, rates,

Attachment: Resolution# 20210510-06 work auth #9 to Kutchins and Groh, LLC to update minimum standards , rules, regulations, rates,

- The Airport Director and key staff
- The Airport's Attorney
- The Federal Aviation Administration Program Manager
- The FAA's Regional Compliance Officer
- The Mississippi Department of Transportation, Aeronautics Division
- Members of the Aircraft Owners and Pilots Association
- Other key tenants

- Following the development of the update, it will be presented for review in accordance with established requirements and procedures. This presentation will serve as a public meeting on the process and updated document. Following the presentation, there will be a review period for the public to provide its written comments. Any comments received will be reviewed with the working group and incorporated as appropriate. Once this has been accomplished a summary of those comments received and their disposition will be prepared and provided to the Airport Director, Port & Harbor Staff, and the Port & Harbor attorney for approval. Following this approval, the Commission will be able to adapt and utilize the updated Minimum Standards and Rules & Regulations.

This task is expected not-to-exceed **$14,485.00.**

Task Two: Update Airport's Rates & Charges Study

According to the FAA's Airport Compliance Manual — Order 5190.6B and the Airport's Grant Assurance, airports have a requirement to "*maintain a fee and rental structure that in the circumstances of the airport makes the airport as financially self-sustaining as possible.*"

While there are several different methodologies to develop an airport's rates and charges, a survey of rates from surrounding airports and airports of similar size is a typical method for general aviation airports. This method ensures that not only an airport is charging a proper market rate, but it also provides support that an airport's fees are fair and reasonable to keep the airport self-sustaining, with reinvestment back into the Airport's capital or operating budget(s).

This task will include the following, as it relates to updating the existing Rates and Charges:

- K&G will assist the Airport with ensuring that the rates meet all standards outlines in the FAA Order and the Airport's grant assurances.
- K&G will develop and recommend revenue strategies for future HCPC aviation developments, including the future Multi-User Aero Strip and any property planning to be acquired, revenue splits with existing tenants, so that the Airport can continue to grow and remain self-sustaining.

This task will include:

- A review of the current HSA lease rates and other rental rates
- Further clarification of charges (i.e. overnight parking, tie-downs, and special event parking)
- Conduct surveys of the previously surveyed airports to collect their most recent rate data
- Analysis collected data to compare rates to the current HSA rates
- Develop a recommended rate structure based on survey data, as well as HSA considerations such as: location, development type, lease term, development funding source, etc.

This task is expected not-to-exceed **$18,302.00.**

Project Deliverables

The K&G deliverables for these tasks will consist of:

- An updated set of Airport Minimum Standards and Rules & Regulations
- A recommended Rates & Charges white paper, including the new data collected from the conducted surveys
- A presentation to the airport commission outlining the rates & charges update

The final deliverables will be delivered to the Airport's commission in electronic format.

3. Compensation:

Compensation shall be based on a not-to-exceed amount of $33,387.50. Periodic monthly invoices based on the progress of the work will be submitted in accordance with the terms and conditions of the base agreement.

Hancock County Port and Harbor Commission

By: _____

William P. Cotter Jr., C.M.

Title: Executive Director

Kutchins & Groh, LLC

By: _____

George L. Groh, AIA

Title: Managing Principal

Attachment: Resolution# 20210510-06 work auth #9 to Kutchins and Groh, LLC to update minimum standards , rules, regulations, rates,

OMC-Hancock Update

OMC-Hancock Executive Team

Wilson Thomas
Chief Executive Officer

Kimberly Varnado
Chief Nursing Officer

Timmy Thrash
Director of Operations

VPMA Interviews In Process

Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

OMC- Hancock Services Provided

Emergency Services (365/24, Level 4 Trauma Designation)

Medical/Surgery In Patient Unit (80 beds)

Intensive Care Unit (12 beds)

Women's Services: Obstetrics & Labor and Delivery (10 bed unit)

Surgical Services
- *General Surgery
- * OB/GYN
- * Orthopedics
- * Bariatrics
- * ENT
- * Gastroenterology
- * Podiatry
- * Pain Management
- * Urology

Oncology Services
- * Chemotherapy and Infusion Center

Cardiology Services

Pediatric Services
- * Clinics in Diamondhead and Long Beach

Hospitalist Services
- * Employed Physicians

Family Practice
- * 3 Locations- Bay St. Louis, Diamondhead, and Long Beach

COVID-19
- * Testing
- * Vaccinations

Ancillary Services

Imaging (Bay St. Louis and Diamondhead)
- * CT
- * MRI
- * Nuclear Medicine
- * Ultrasound
- * Mammography
- * 3D Mammography
- * X-Ray
- * Interventional Radiology 5 days a week

Radiology Services
- * Employed Physicians

Laboratory Services
- * Bay St. Louis, Diamondhead, and Long Beach

Pathology Services
- * Employed Physicians

Therapy Services (PT, OT and Speech)
- * In-Patient and Outpatient

Respiratory Services
- * In-Patient and Outpatient

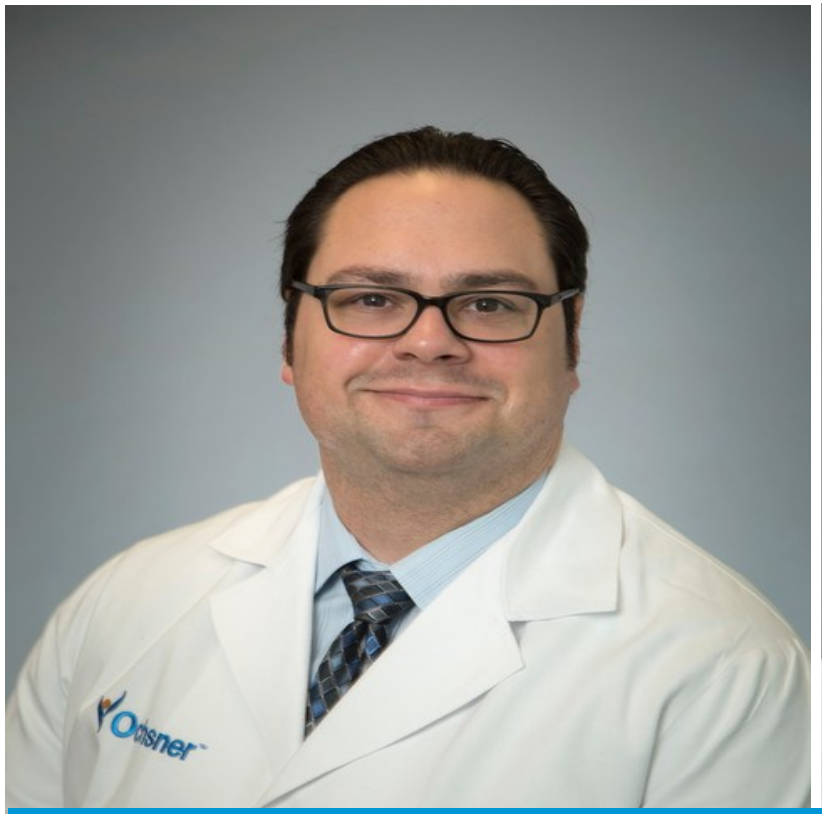
Sleep Study Suite

Ochsner

66% Headcount Growth (FT/PT) since July 2018

Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

OMC-Hancock Primary Care



Andrew Adams, MD
MEC President
Diamondhead Location

Sahiba Ahluwalia, MD
2nd Floor Hospital

Joanna Bayles, DO
Diamondhead Location

Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

OMC-Hancock Primary Care

Ayslin Beckett, MD
Longbeach Location

Kimberly Choia-Karamat, NP
2nd Floor Hospital

Gabrielle Deschamp, NP
Diamondhead and Port Locations

Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

Ochsner

OMC-Hancock Primary Care

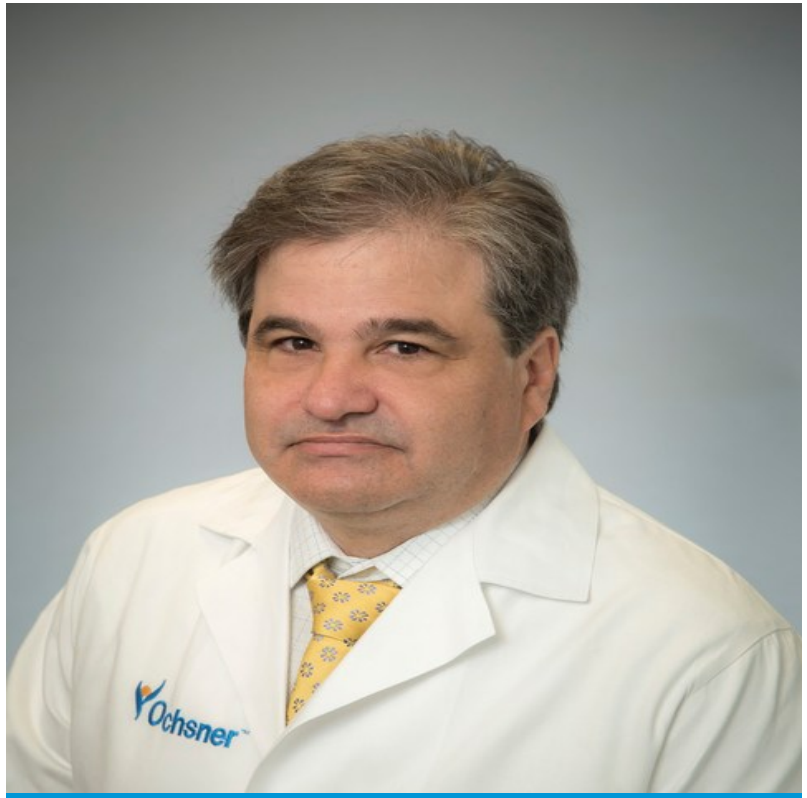
Amber McIlwain, MD
Longbeach Location

Vineeth Sankoorikal, MD
2nd Floor Hospital

Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

OMC-Hancock Specialty Clinics: Anesthesiology

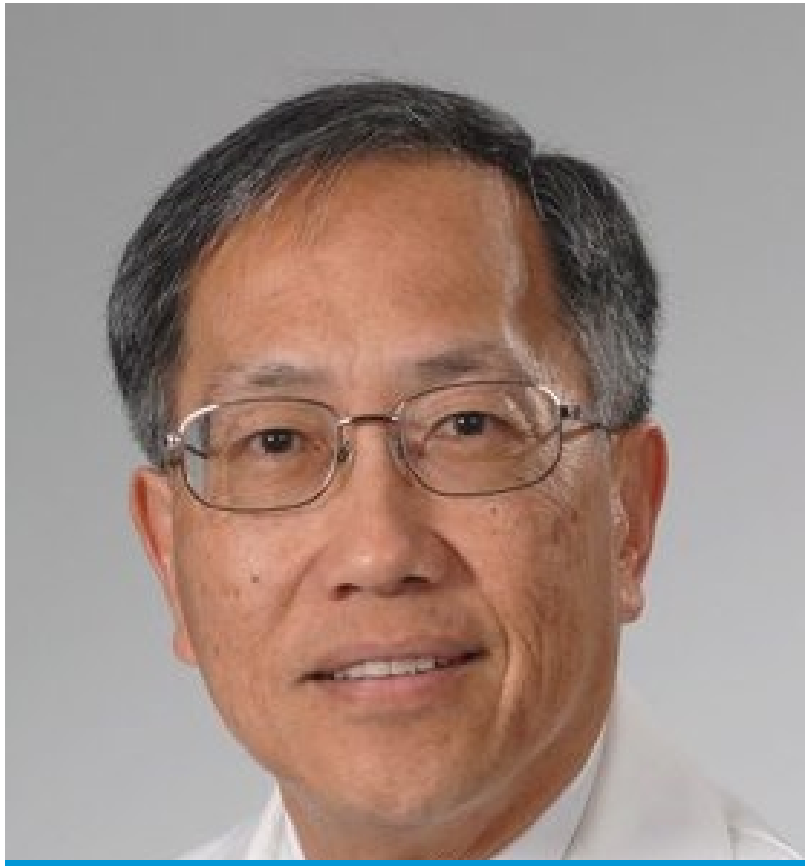
James Corder, MD
Anesthesiology
MEC Vice President
Peer Review Chair



Mark Morgan, MD
Anesthesiology
MEC Member at Large

Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

OMC-Hancock Specialty: Cardiology



James Lam, MD

Cardiology

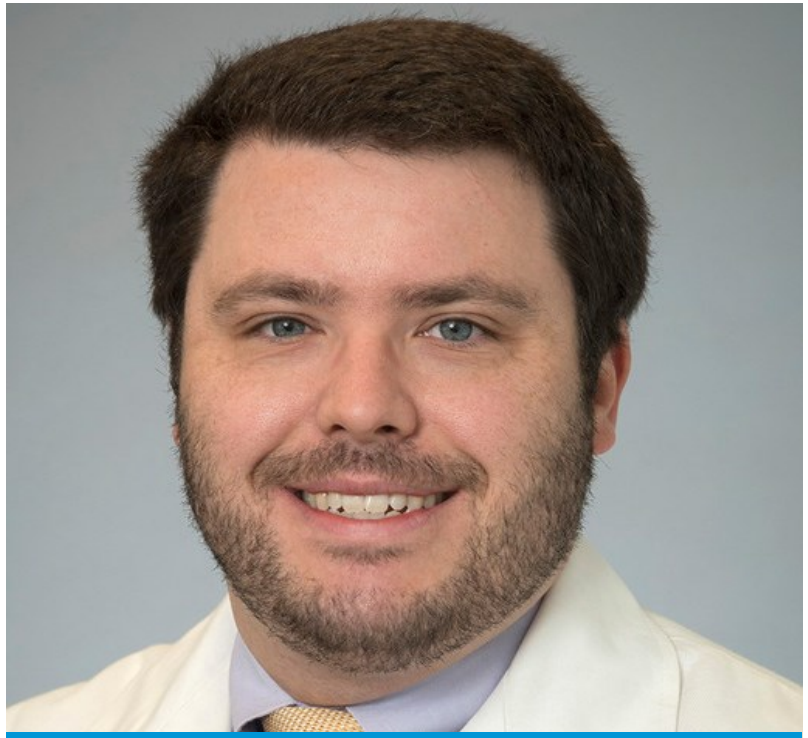
Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

OMC-Hancock Specialty: Gastroenterology

Hans Adams, MD
Gastroenterology

Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

OMC-Hancock Specialty: General and Bariatric Surgery



Spencer Richardson, MD

General Surgery

Credential and Peer Review Committee

2nd Floor Clinic

Asahel Gridley, MD

Bariatric

Comes Monthly from Northshore

Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

OMC-Hancock Hospitalist

Jessica Douglas, MD
MEC Member at Large

Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

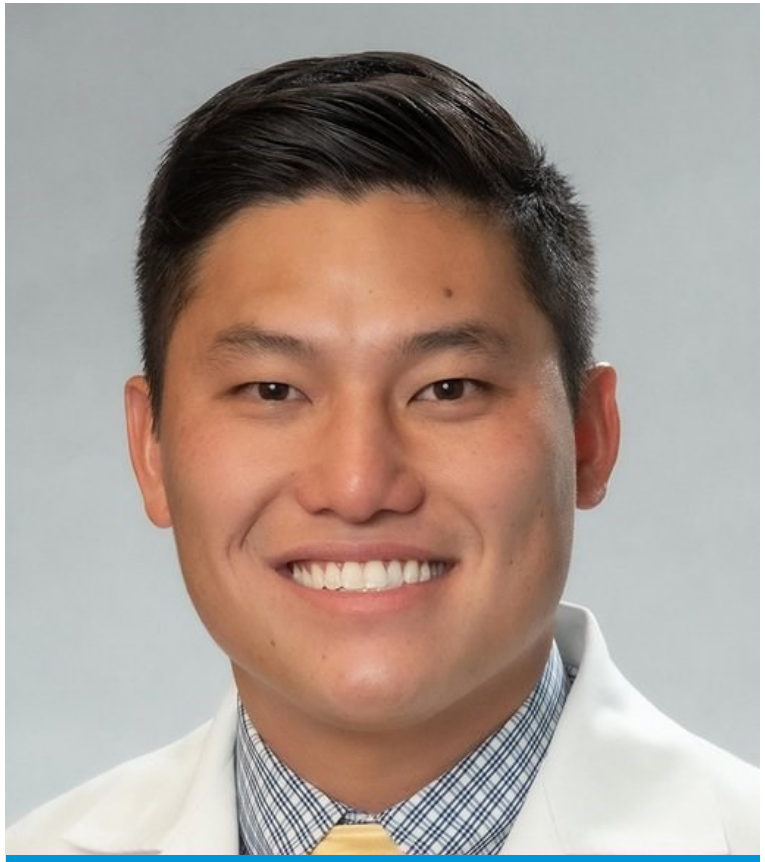
OMC-Hancock Specialty: Oncology and Orthopedics

Eric Letonoff, DO

Orthopedics

Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

OMC-Hancock Specialty Clinics: Pain Management



Nielson Tran, MD
Pain Management
202 Drinkwater

Miranda Reeves, NP
Pain Management
202 Drinkwater

Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

Ochsner

OMC-Hancock Specialty Clinics: Podiatry

Jeffrey Benzing, DPM
Podiatry
Gex Drive in Diamondhead
Past MEC President

Tracy Benzing, DPM
Podiatry
202 Drinkwater

Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

OMC-Hancock Specialty: Pediatrics

Jane Curry, MD
Pediatrics
Longbeach Clinic

Sandra Trumbach, NP

Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

OMC-Hancock Specialty: Radiology and Urology

Richard Orange, MD
Radiology

Kristin Gurtner, MD
Urology

Tonye Jones, MD
Urology

Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

Ochsner

Emergency Medicine Medical Director

Megan McNeil, MD

ED Medical Director

Attachment: Advisory Board presentation (8189 : Presentation - Wilson Thomas CEO,

Aimee M. Cyr
907 Beatrice Drive
Long Beach, MS, 39560
May 10, 2021

Brian Adam
Director
Hancock County Emergency Management Agency
18333 Highway 603
Kiln, MS, 39556

Dear Brian Adam:

It is with regret that I tender my resignation from the Hancock County Emergency Management Agency Communication, effective immediately. I was instructed that two weeks was counterproductive due to the pay period starting Sunday from supervisory staff.

I am grateful to have the opportunity to have worked with this agency. However, my goals, objectives and career choices do not parallel the directions of this agency. I offer my best wishes and hope for success with future endeavors for this agency.

Sincerely,

Aimee M. Cyr

Attachment: Aimee Cyr resignation (8148 : Aimee Cyr Resignation from E-911 Dispatch.)

Uniti Fiber

Service Order

Offer Date:	**05/16/2021**	
Description:	**1G- Ethernet - Hancock County WAN- Health and Human Services**	
Opp. Number:	**OPP-218357**	
Requested By:	Hancock County Mississippi (WAN) 1571259 Jason Bans	jbans@hancock.lib.ms.us (228) 467-6836
Offered By:	Uniti Fiber Ward Murphy	ward.murphy@uniti.com 251-423-4833

Locations	*Note: For Ethernet orders, "A" is Remote location and "Z" is Host location*
A Location:	Bay Saint Louis-856 Highway 90, 856 Highway 90, Bay Saint Louis, MS, 39520
A CPE Location:	Health and Human Services BLDG
Z Location:	Kiln-18333 Highway 603, 18333 Highway 603, Kiln, MS, 39556-8403
Z CPE Location:	Hancock County Sheriff EOC

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
1	1 Gbps Ethernet	60	$734.00	$0.00

Remarks

This is the service order for a 1 Gb P2P Ethernet Circuit, this is a 60 month term.
Customer may terminate this Service upon thirty (30) days' written notice to Uniti Fiber without early termination fees if the termination is desired by future members of the Hancock County Board of Supervisors.

DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date.

Please provide separate Implementation Form as soon as possible via email as electronic or scanned document to orders@uniti.com, via fax to 251-445-0642, or via online form where provided.

Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer. Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.

By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request. Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.

This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This Service Order fully incorporates the agreement titled Standard Terms & Conditions signed by Customer on the date 08/10/2015

Uniti Fiber

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Hancock County Mississippi (WAN)

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Attachment: Service Order - No USF - 1G- Ethernet - Hancock County WAN- Health and Human Services - 5162021 (8185 : Approve quote from

Uniti Fiber

Service Order

Offer Date:	**05/16/2021**	
Description:	**1G- Ethernet - Hancock County WAN- Health and Human Services**	
Opp. Number:	**OPP-218357**	
Requested By:	Hancock County Mississippi (WAN) 1571259 Jason Bans	jbans@hancock.lib.ms.us (228) 467-6836
Offered By:	Uniti Fiber Ward Murphy	ward.murphy@uniti.com 251-423-4833

Locations	*Note: For Ethernet orders, "A" is Remote location and "Z" is Host location*
A Location:	Bay Saint Louis-856 Highway 90, 856 Highway 90, Bay Saint Louis, MS, 39520
A CPE Location:	Health and Human Services BLDG
Z Location:	Kiln-18333 Highway 603, 18333 Highway 603, Kiln, MS, 39556-8403
Z CPE Location:	Hancock County Sheriff EOC

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
1	1 Gbps Ethernet	60	$734.00	$0.00

Remarks

This is the service order for a 1 Gb P2P Ethernet Circuit, this is a 60 month term.
Customer may terminate this Service upon thirty (30) days' written notice to Uniti Fiber without early termination fees if the termination is desired by future members of the Hancock County Board of Supervisors.

DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date.

Please provide separate Implementation Form as soon as possible via email as electronic or scanned document to orders@uniti.com, via fax to 251-445-0642, or via online form where provided.

Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer. Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.

By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request. Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.

This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This Service Order fully incorporates the agreement titled Standard Terms & Conditions signed by Customer on the date 08/10/2015

Uniti Fiber

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Hancock County Mississippi (WAN)

Signature: Scott Adam

Name (printed): Scotty Adam

Title: Board President

Date: 5/17-2021

BOARD OF SUPERVISORS HANCOCK COUNTY

Attachment: 20210517 - Service Order - No USF - 1G- Ethernet - Hancock County WAN- Health and Human Services - 5162021 - signed (8185 :

BSN SPORTS
PO Box 660176
Dallas, Tx 75266-0176
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Quote

Quote #: 21269731
Purchase Order #: April Shiyou-5R15L Bleach
Cart Name:
Quote Date: 03/29/2021
Quote Valid-to: 04/30/2021
Payment Terms: NT30
Ship Via:
Ordered By: April Shiyou

Contact Your Rep
Brian Luna Email:**bluna@bsnsports.com** | Phone:**972 406 7111 x67111**

Sold to
1320013
HANCOCK COUNTY
BOOKKEEPING DEPT
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS MS 39520

Ship To
2728716
McLeod Park
Attn: Kevin Ladner
8100 Texas Flat Rd
KILN MS 39556

Payer
1320013
HANCOCK COUNTY
BOOKKEEPING DEPT
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS MS 39520

Item Description	Qty	Unit Price	Total
5 Row 15' Alum Bleacher Item # - NB0515	5 EA	$ 3,222.59	$ 16,112.95

Please Note: QT reflects discounted Bid Pricing per State of Mississippi

Bid Contract #8200032213 with FREE shipping.

Subtotal:	$16,112.95
Other:	$0.00
Freight:	$0.00
Sales Tax:	$0.00
Order Total:	$16,112.95
Payment/Credit Applied:	$0.00
Order Total:	**$16,112.95**

Attachment: BSN Sports 5R15L bleachers (8140 : Purchase of Bleachers for Lakeshore Ball Park.)

BSN SPORTS Terms and Conditions apply to all of your orders with us and our affiliates. At any time, these terms and conditions can be found at www.bsnsports.com\terms

Check your quote at www.bsnsports.com/?&ProgramID=21269731&zip=39556

NAFECO
1515 West Moulton Street
Decatur, AL 35601
Phone: 800-628-6233

info@nafeco.com

QUOTE

Quote Number: 1088675
Date: 2/25/21
Quote Expiration: EXPIRES 30 DAYS

To: FEN040
FENTON VOL FIRE DEPARTMENT
C/O WADE LADNER
21650 FENTON DEDEAUX ROAD
KILN, MS 39556
United States of America

F.O.B. Point: SHIPPING
Salesperson: Ryan Brown (MS)
Quote Prepared By: Becky Taylor

Qty.	U/M	Item No.	Description	Each	Amount
8	EA	4058992	Draeger Carbon Cylinder, 4500 PSI, 45 Min, Clear (FULL)	1128.94	9,031.58
			Sub-Total:		$9,031.58
			Quote Total:		$9,031.58

Thank you for your business !

NOTE: All accounts are subject to sales tax charges unless a valid state tax exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: **www.nafeco.com**

Attachment: 0066_001 (8175 : Approve purchase of carbon cylinders for Fenton FD.)

ALERT VISIONS
11179 Hopson Road, Suite 2
Ashland, VA 23005
Phone: (804) 412-378
Fax: (804) 752-6100

ALERT VISIONS

QUOTATION

To: Fenton Vol. Fire Dept.
20224 Fenton Dedeaux Road
Kiln, Ms 39556

Attention:
Phone:
Fax:
Email:

Quote Number:
Date: 05/05/21
Terms: NET 30 Days
Expires: 30 Days
F.O.B.: Origin
Est. Delivery ARO:

Prepared By: D. Bowers

	Item #	Description	Each	Total
8	4058992	Draeger Spare Carbon Cylinder 4500 PSI 45 Minute	$1,195.00	$9,560.00
		Freight Not Included		
		SUBTOTAL		$9,560.00
		FREIGHT		??????
			TOTAL	**$9,560.00**

If you have any questions concerning this quote, please call our number listed above.

Thank you for your business.

Attachment: 0066_001 (8175 : Approve purchase of carbon cylinders for Fenton FD.)

SHERWIN-WILLIAMS.

Pavement Markings Business Unit Price Quotation

Financial Services | 101 W. Prospect Ave, Suite 610M | Cleveland, OH 44115 | Phone: 216-515-8733 |
Email: cfspricinggroup@sherwin.com

Quote Number	00001523	Quote Date	5/12/2021
Created By	Joanna Carr	Quote Start Date	5/12/2021
Quote Type	Everyday Price Quote	Expiration Date	6/11/2021
Status	Draft	Created Date	5/12/2021

Account

Account Name	HANCOCK COUNTY Bay Saint Louis	Billing Address	3068 LONGFELLOW DRIVE BAY SAINT LOUIS, Mississippi 39520 United States

Product Number	Product Description	Packaging	Product UOM	Quantity	Gallons / Lbs	30 Day Extended Price Per UOM	30 Day Extended Price per Ton/Container
5.BTM2248-27	SF WB 1952E, I/II WH	DRUM	EA	3.00	165.00	USD 11.75	USD 1,938.75
5.BTM2259-27	SF WB 1952E, I/II YL	DRUM	EA	12.00	660.00	USD 11.75	USD 7,755.00

30 Day Extended Price per Ton/Cont Total	USD 9,693.75

We thank you for your consideration of Sherwin-Williams products and look forward to supplying these products to you.

To place an order, please fax your purchase order to Customer Service at 216-566-1690 or email it to pavement.markings.cs@sherwin.com.

Prepared By	Joanna Carr
Phone	800-597-2929
Email	joanna.carr@sherwin.com
Fax	(216) 263-1590

150-300-5642

Financial Services | 101 W. Prospect Ave, Suite 610M | Cleveland, OH 44115 |

NOTICE: Please take notice that the quotation set forth above is for information purposes only, is not a contract or an offer to contract, and is subject to and conditioned upon acceptance by The Sherwin-Williams Company of an applicable purchase order. Pricing is subject to change without notice. The pricing and recommendations detailed in this proposal represent confidential information provided by The Sherwin-Williams Company to you, and by receipt of this quotation, you agree to not copy or share this quotation with others outside of your firm.

Terms & Conditions of Sale:

- A regulatory surcharge will be added to each order. Please contact your sales representative for details.
- Net 30, No Discount
- Quoted prices reflect these discounts.
- **Check must be received by Sherwin-Williams before the 30th or 60th calendar day from date of invoice for discounted prices to be honored.
- Account balance must be current for discounts to be honored.
- Prices based on truckload quantities, shipments less than truckload are subject to additional freight charges.
- Payment Terms are specified on each invoice. Failure to comply with these terms could result in my account being placed on hold and that a late fee of 7% of the invoice amount or the maximum amount permitted by applicable law (whichever is less) shall be charged for all amounts past due.

Attachment: 0067_001 (8179 : Approve purchase of pavement marking paint for Road and Bridge Department.)

PPG PAINTS

STORE #: 8174
8174-GULFPORT 477 PASS RD
2400 PASS ROAD
GULFPORT, MS 39501
PH: (228)868-9496
FX: (228)868-3694
PAF8174@PPG.COM

ACCOUNT: 314733370000
HANCOCK COUNTY
854 HWY 90
BAY ST LOUIS, MS 39520
(228)467-6012

CUST JOB #:

DATE: 05/11/2021
TIME: 1:07 PM
STORE REP: PEGGY P
SALES REP: BRIAN Z
PAGE 1 OF 1

REQUEST FOR P.O.

P.O.:

REQUEST FOR PURCHASE ORDER - NOT FOR USE AS A RECEIPT

This P.O. Request should not be accepted in place of an invoice and is not valid for the return of merchandise

QTY	ITEM#	DESCRIPTION	UNIT PRICE	AMOUNT
12	AEX00363/EA	72YA044 55GL FD WB TRAFFIC YLW AEX00363	$675.00	$8,100.00
3	AEX00361/EA	72WA037 55GL FD WB TRAFFIC WHT AEX00361	$675.00	$2,025.00

An invoice will be generated at the completion of this transaction.
Global PPG employment opportunities at www.ppgac.com/careers.

Thanks for shopping with us today!

SUBTOTAL:	$10,125.00
LABOR:	$0.00
FREIGHT:	$0.00
RECOVERY FEE:	$0.00
TAX:	$0.00
TOTAL:	$10,125.00

Attachment: 0067_001 (8179 : Approve purchase of pavement marking paint for Road and Bridge Department.)

150-300-5914

Osburn Associates, Inc.
A Manufacturing Company
http://www.OSBURNS.com

Quotation

Date	4/21/2021
Quote #	70028
Expire Date	5/14/2021

Effective May 1st, we have instituted a $200.00 minimum order.

Name / Address	Ship To
Hancock County Rachelle Garcia 854 Highway 90, Suite A Bay St. Louis, MS 39520	Hancock County Maintenance Office 18382 Highway 43 Kiln, MS 39556

"DUE TO THE VOLATILITY OF THE PVC RESIN MARKET AT THIS TIME, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE."

Customer Contact	Customer Fax	Rep	FOB	Terms
	228-255-4425	NONFL	Logan, OH 1	Net 30

Item	Description	Qty	U/M	Unit Price	Total
1750-FC9000-140 KIT 1750-FC9000-140	Graphtec, 54" Wide Cutter, includes Basket and Stand, 1ea PHP33-CB09N-HS Blue Top , 1ea CB09UB 45 Deg Blade,1ea PHP31-FIBER Black ABS tip Fiber-tip Pen Holder, 1ea KF700-BK Water-based Fiber-tip Pen, USB Cable2.0 2.9m long (9 ft), User manual (PDF format), Windows driver, Software (Plotter controller, Graphtec Pro Studio, Cutting Master 4), Quick start and safety guide, Power cord.	1		6,495.00	6,495.00
	Extra parts for cutting prismatic materials				
1750-PHP33-CB15N-...	1.5mm, Red Top, Black ABS tip / for CB15 Blades	1		105.00	105.00
1750-CB15U-K30-2	1.5mm Supersteel Blade 30° 2 / pack	1		119.00	119.00
1750-OPH-A47-GA	Additional Push Roller Units (2 required)	2		255.00	510.00
					7,229.00
/Misc. Signs Item	FLEXI SIGN 21	1		1,999.00	1,999.00
	Delivered Pricing				

All Avery TrafficJet Signs now come with complimentary Anti-Graffiti film and extended warranty. Type IV is now 12 years and Type XI is 15 years.

Thank you for the opportunity, Jennifer

Total $9,228.00

Prices are subject to change

PO Box 912, Logan, OH 43138
PH 1-800-523-8917 Fax 1-740-385-7592

All materials are Non-cancellable and Non-returnable unless specified in writing on this quote and or orders.
Prices do not include installation, brackets or hardware unless specified on this quote or order.

Shortages or damaged material must be noted on bill of lading at time of delivery. If not, customer will be responsible for payment of material.

Signature or PO# required for approval

Prepared By: Jennifer

Also by signing, you agree that all information is correct.

Attachment: 0068_001 (8181 : Approve purchase of sign plotter machine for Road and Bridge Department.)

TAPCO
Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Road
Brown Deer, Wisconsin 53223
Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

SALES QUOTE

Customer Copy

Number	Q21006544
Date	4/20/2021
Page	1

Traffic and Parking Control
5100 West Brown Deer Rd
Brown Deer, WI 53223

Sell To Cust. C92579	Ship To Cust.
Hancock County Tonya Bilbo 18382 Highway 43 KILN, MS 39556 USA	Hancock County Tonya Bilbo 18382 Highway 43 KILN, MS 39556 USA

Customer PO #	Expires	Slsp	Terms	Freight	Ship Via
	5/20/2021	Joanne Conrad	Net 30 DAYS	PREPAY/ADD	BEST RATE

Item	Description	Quantity	UM	Price	Extension
143436	Cutter, Graphtec FC9000-140, 54" Wide, Stand, Basket, 4 Push Rollers, 54"x164" Cutting Area	1	EA	6,595.00	$6,595.00
2288-00028	Blade Graphtec CB15UA-K30-2 1.5mm 30° 2pk prismatic bladeholde PHP32-CB15N-HS red	1	PK	163.40	$163.40
113342	Bladeholder Graphtec PHP33-CB15N-HS Red for CB15 all prismatic and reflective blades	1	EA	99.75	$99.75
2288-00079	Pushroller Graphtec Installed add for total of 5 rollers	1	EA	255.00	$255.00
2288-00076	Flange Set Extended Distance Or Difficult Material,OPH-A21	1	ST	256.50	$256.50
	Comes with Graphtec PRO Studio				
	Highly suggest FlexiSign see below				
146940	FlexiSIGN 21	1	EA	1,899.05	$1,899.05
	Thank you so much! - Joanne Conrad				
	Joanne@tapconet.com				
	414-406-5247				

Shipment within _____
Acceptance By _____
Date _____
By _____

Merchandise	Freight	Tax	Total
$9,268.70	$0.00	$0.00	$9,268.70

All prices are listed in **US Dollars (USD)**
For terms and conditions, please visit: https://www.tapconet.com/terms-conditions

Attachment: 0068_001 (8181 : Approve purchase of sign plotter machine for Road and Bridge Department.)

Regular Meeting of the Hancock County Planning Commission held on

April 15, 2021

Those Present: Farve, Koenig and Kellar

Also Present: Anthony Cuevas, Director of Planning & Zoning

Minutes of the Previous Meeting: The minutes of the April 1, 2021 regular meeting were unanimously adopted on the motion of Commissioner Farve.

Michael & Shelia Deatherage-Mini Subdivision
The Commission considered the application of Michael & Shelia Deatherage requesting to divide a 2 acre parcel of property from an 18 acre parcel of property. The property is located at 1440 Firetower Rd. Kiln, MS 39556. The parcel number for the property is 061 -0-01-002.005. The property is currently zoned A-1 General Agricultural.

Mr. Deatherage was present at the meeting and explained to the Commission that he would like to sell a 2 acre parcel of property to his Niece for her to construct a house.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Farve to recommend approval of the mini subdivision based on the findings that said division meets the previously established criteria for a min 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 records along with a certified survey showing new parcels with the legal descriptions.

Shandie Zimmerman agent for One River Crew LLC-Mini Subdivision
The Commission considered the application of Shandie Zimmerman agent for One River Crew LLC requesting to divide a 15 acre parcel of property into 4 separate parcels to create 3 homesites. The property is located at One River Place, west side of Hwy 603 across from Jourdan River Shores Subdivision. The parcel number for the property is 077 -0-36-020.000. The property is currently zoned C-1A Neighborhood Commercial.

No one was present to speak on the application requesting the mini subdivision.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Koenig to Table the application to the next regular scheduled meeting.

Attachment: 4.15.2021 Minutes (8182 : Approve April 15, 2021 P&Z Minutes.)

Claude & Melissa Bello-Site Plan Review
The Commission considered the application of Claude & Melissa Bello requesting a Site Plan Review for a Bait & Tackle Shop. The property is located at 16475 Hwy 90 Pearlington, MS 39572. The parcel number for the property is 185N-2-21-069.000. The property is currently zoned C-2 Highway Commercial.

Mr. & Mrs. Bello were present at the meeting and explained to the Commission they would like to open a Bait & Tackle Shop on the property.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Kellar to recommend approval of the Site Plan Review for the Bait & Tackle Shop.

John A. Lewis-Mini Subdivision
The Commission considered the application of John A. Lewis requesting to divide a 5 acre parcel of property into 3 separate parcels of property. The property is located at 3465 Rd. 528 Kiln, MS 39556.The parcel number for the property is 065 -0-22-003.005. The property is currently zoned A-1 general Agricultural.

Mr. John A. Lewis was present at the meeting and explained to the Commission that he would like to divide the property to give his daughter a parcel of property.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Farve to recommend approval of the mini subdivision based on the findings that said division meets the previously established criteria for a min 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 records along with a certified survey showing new parcels with the legal descriptions.

Meeting Adjourned at 5:20 p.m.

Chairman

5-6-2021

Attachment: 4.15.2021 Minutes (8182 : Approve April 15, 2021 P&Z Minutes.)

Inventory Control Agenda
HANCOCK COUNTY BOARD OF SUPERVISORS MEETING
May 17, 2021

*The asset has been returned to the vendor and replaced with upgraded equipment

DEPARTMENT: Sheriff's Office			
COUNTY DECAL	**ASSET NUMBER**	**DESCRIPTION**	**SERIAL NO.**
20210070	20210070	SAMSUNG GALAXY PHONE	R3CR20J970M

*The assets will be sent to auction

DEPARTMENT: Tax Assessor			
COUNTY DECAL	**ASSET NUMBER**	**DESCRIPTION**	**SERIAL NO.**
20050562	2340	2005 Ford Explorer	1FMZU73K35UB33591
20050563	2341	2005 MERCURY MOUTAINEER	4M2ZU86K45UJ13026

*The assets will be sent to auction

DEPARTMENT: McLeod Park			
COUNTY DECAL	**ASSET NUMBER**	**DESCRIPTION**	**SERIAL NO.**
0000000948	825	Tractor-John Deere 520	3175592
20100058	342	Backhoe/Loader	31008370

Attachment: 05172021 Inventory Disposals (8172 : Approve Inventory removal and disposal of assets.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8565	ACCURATE CONTROL EQUI	0001		INV	05/17/2021	162019			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001101 5533		CHANC CLK	RENT-OFF		740.00			
							740.00		
						CHECK TOTAL	**740.00**		
3784	ADMINISTRATIVE OFFICE	0001		INV	05/17/2021	APRIL, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001160 5411		CHANC CT	REP		10,474.99			
	2 001161 5418		CIRC CT	COURT REPO		9,170.46			
	3 001161 5550		CIRC CT	LEGAL FEES		348.99			
							19,994.44		
						CHECK TOTAL	**19,994.44**		
4449	AT & T	0000		INV	05/17/2021	may 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5502		SHERIFF	TELEPHONE		204.00			
							204.00		
						CHECK TOTAL	**204.00**		

Attachment: Check run 05172021 (8184 : Docket for May 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4449	AT & T	0000		INV	05/17/2021	MAY 1,2021			

ACCOUNT DETAIL					LINE AMOUNT
1	001151	5502	BLDS/GRNDS	TELEPHONE	62.70
2	001101	5502	CHANC CLK	TELEPHONE	13.18
3	001151	5502	BLDS/GRNDS	TELEPHONE	39.54
4	001167	5502	CORONER	TELEPHONE	13.18
5	001151	5502	BLDS/GRNDS	TELEPHONE	42.36
6	001151	5502	BLDS/GRNDS	TELEPHONE	84.72
7	001630	5502	SOIL CONS	TELEPHONE	79.95
8	001400	5502	HEALTH	TELEPHONE	79.26
9	001151	5502	BLDS/GRNDS	TELEPHONE	18.65
10	001200	5502	SHERIFF	TELEPHONE	200.00
11	001151	5502	BLDS/GRNDS	TELEPHONE	13.18
12	001151	5502	BLDS/GRNDS	TELEPHONE	96.29
13	001260	5502	EMA	TELEPHONE	71.96
14	001630	5502	SOIL CONS	TELEPHONE	96.80
15	001151	5502	BLDS/GRNDS	TELEPHONE	2.50
16	001151	5502	BLDS/GRNDS	TELEPHONE	13.18
17	001151	5502	BLDS/GRNDS	TELEPHONE	361.94
18	001200	5502	SHERIFF	TELEPHONE	43.29
19	001105	5502	TAX/COL	TELEPHONE	160.94
20	001163	5502	YOUTH CT	TELEPHONE	25.63
21	001105	5502	TAX/COL	TELEPHONE	3.00
22	001151	5502	BLDS/GRNDS	TELEPHONE	115.08
23	001151	5502	BLDS/GRNDS	TELEPHONE	37.08
24	001151	5502	BLDS/GRNDS	TELEPHONE	39.54
25	001168	5502	DA OFFICE	TELEPHONE	13.18
26	001151	5502	BLDS/GRNDS	TELEPHONE	13.18
27	001168	5504	DA OFFICE	INTERNET	68.44
28	001102	5504	CIRC CLK	INTERNET	68.44

1,877.19

CHECK TOTAL **1,877.19**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4449	AT & T	0000		INV	05/17/2021	MAY 1,2021*			

ACCOUNT DETAIL					LINE AMOUNT
1	097110	5544	EMER 911	MNT AG	4,052.00

4,052.00

CHECK TOTAL **4,052.00**

Attachment: Check run 05172021 (8184 : Docket for May 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4449	AT & T	0000		INV	05/17/2021	MAY 2,2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5502		EMER 911	TELEPHONE		1,052.32			
							1,052.32		
						CHECK TOTAL	**1,052.32**		
7618	AT&T	0000		INV	05/17/2021	1273694684			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5502		BLDS/GRNDS	TELEPHONE		59.38			
							59.38		
						CHECK TOTAL	**59.38**		
7867	AT&T	0000		INV	05/17/2021	7053312606			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5502		EMER 911	TELEPHONE		334.73			
							334.73		
						CHECK TOTAL	**334.73**		
7867	AT&T	0000		INV	05/17/2021	7070312605			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5502		BLDS/GRNDS	TELEPHONE		363.12			
							363.12		
						CHECK TOTAL	**363.12**		
7867	AT&T	0000		INV	05/17/2021	MAY 1,2021**			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001631 5504		CNTY AGENT	INTERNET		125.00			
							125.00		
						CHECK TOTAL	**125.00**		
2425	C SPIRE WIRELESS	0000		INV	05/17/2021	APRIL, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5502		SHERIFF	TELEPHONE		4,728.65			
							4,728.65		
						CHECK TOTAL	**4,728.65**		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
2425	C SPIRE WIRELESS	0000		INV	05/17/2021	4-8 TO 5-7-2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5502		MAPPING	TELEPHONE		360.12			
							360.12		
						CHECK TOTAL	**360.12**		
2425	C SPIRE WIRELESS	0001		INV	05/17/2021	1634394			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5504		MCLEOD PK	INTERNET		142.59			
	2 001411 5504		ANIM SHLT	INTERNET		312.27			
	3 150300 5504		RD MNT	INTERNET		511.27			
							966.13		
						CHECK TOTAL	**966.13**		
8626	CENTERPOINT ENERGY RE	0000		INV	05/17/2021	APRIL,2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5510		IMP EXP	HEAT LIGHT		2,824.40			
							2,824.40		
						CHECK TOTAL	**2,824.40**		
8181	CENTURYLINK	0000		INV	05/17/2021	APRIL, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5502		BLDS/GRNDS	TELEPHONE		2,181.91			
	2 001200 5502		SHERIFF	TELEPHONE		2,181.90			
							4,363.81		
						CHECK TOTAL	**4,363.81**		
8967	CHEM-AQUA INC	0000		INV	05/17/2021	7337430			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5540		IMP EXP	MAINTENANC		237.50			
							237.50		
						CHECK TOTAL	**237.50**		
105	CITY OF BAY ST LOUIS	0000		INV	05/17/2021	07-6131-00 APR 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		93.87			
							93.87		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
105	CITY OF BAY ST LOUIS	0000		INV	05/17/2021	09-0727-01 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		70.24			
							70.24		
105	CITY OF BAY ST LOUIS	0000		INV	05/17/2021	09-3075-01 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		10.00			
							10.00		
105	CITY OF BAY ST LOUIS	0000		INV	05/17/2021	08-0170-02 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		44.89			
							44.89		
105	CITY OF BAY ST LOUIS	0000		INV	05/17/2021	09-0726-01 APR 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		10.00			
							10.00		
105	CITY OF BAY ST LOUIS	0000		INV	05/17/2021	09-0725-01 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		78.31			
							78.31		
105	CITY OF BAY ST LOUIS	0000		INV	05/17/2021	09-3300-00 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		48.92			
							48.92		
						CHECK TOTAL	**356.23**		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	116043-007 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		14.51			
							14.51		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	116043-008 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		28.96			
							28.96		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	116043-009 APRL21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		67.89			
							67.89		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	116043-010 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		154.24			
							154.24		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	116043-011 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		58.91			
							58.91		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-019 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		603.11			
							603.11		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-018 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		498.32			
							498.32		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-016 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		302.26			
							302.26		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-011 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		892.18			
							892.18		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-009 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		118.54			
							118.54		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-007 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		1,062.40			
							1,062.40		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-006 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		125.35			
							125.35		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-005 APR21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			103.37		
							103.37		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-003 APR21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			158.07		
							158.07		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-002 APR21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			43.39		
							43.39		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-001 APR21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			46.66		
							46.66		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-020 APR21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			1,044.59		
							1,044.59		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-004 apr21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			376.35		
							376.35		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	504420-038 APR 21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001411 5510		ANIM SHLT	HEAT LIGHT			385.92		
							385.92		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	110518-001 APR21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 097110 5510		EMER 911	HEAT LIGHT			277.42		
							277.42		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	3000821-017 APR21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 097110 5510		EMER 911	HEAT LIGHT			458.34		
							458.34		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	504420-027 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		38.13			
							38.13		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	504420-033 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		637.78			
							637.78		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-041 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		287.93			
							287.93		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-064 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		52.18			
							52.18		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-056 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		43.27			
							43.27		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-053 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5510		IMP EXP	HEAT LIGHT		44.99			
							44.99		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	69198-001 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		100.98			
							100.98		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	116043-001 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		41.23			
							41.23		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	3000821-015 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		414.64			
							414.64		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	80846-001 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK HEAT LIGHT			43.27			
							43.27		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	96022-001 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK HEAT LIGHT			64.17			
							64.17		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	100314-001 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK HEAT LIGHT			527.42			
							527.42		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	100315-001 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK HEAT LIGHT			656.77			
							656.77		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	114147-001 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK HEAT LIGHT			282.36			
							282.36		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-068 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK HEAT LIGHT			1,187.62			
							1,187.62		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-052 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION HEAT LIGHT			12.75			
							12.75		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-050 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK HEAT LIGHT			226.81			
							226.81		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	15070-055 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION HEAT LIGHT			25.33			
							25.33		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	61441-001 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		348.67			
							348.67		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	112589-001 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		21.30			
							21.30		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	3000821-004 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		51.12			
							51.12		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	116043-005 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		130.50			
							130.50		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	116043-004 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		124.62			
							124.62		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	116043-003 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		35.13			
							35.13		
299	COAST ELECTRIC POWER	0001		INV	05/17/2021	3000821-011 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		229.75			
							229.75		
						CHECK TOTAL	**12,449.50**		
5959	DATA SYSTEMS MANAGMEN	0000		INV	05/17/2021	3461			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5556		MAPPING	PROF FEES		1,570.50			
							1,570.50		
						CHECK TOTAL	**1,570.50**		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7975	DIRECT TV	0000		INV	05/17/2021	082688902X210501			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001260 5513		EMA	CABLE TELE			174.24		
							174.24		
						CHECK TOTAL	**174.24**		
9352	DIVERSIFIED COMPANIES	0000		INV	05/17/2021	MAY 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 400340 5505		SOL WAST	MAIL			15,000.00		
							15,000.00		
						CHECK TOTAL	**15,000.00**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	05/17/2021	NP60023797			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001675 5671		BLDG DEPT	GASOLINE			54.27		
							54.27		
						CHECK TOTAL	**54.27**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	05/17/2021	NP60023552			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5671		SHERIFF	GASOLINE			5,704.43		
	2 001205 5671		PAT NASA	GASOLINE			353.30		
							6,057.73		
						CHECK TOTAL	**6,057.73**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	05/17/2021	NP60023679			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 096153 5671		MAPPING	GASOLINE			144.09		
							144.09		
						CHECK TOTAL	**144.09**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	05/17/2021	NP60070375			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001125 5671		INFO TECH	GASOLINE			52.62		
	2 001675 5671		BLDG DEPT	GASOLINE			184.88		
							237.50		
						CHECK TOTAL	**237.50**		

Attachment: Check run 05172021 (8184 : Docket for May 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4242	FLEETCOR TECHNOLOGIES	0000		INV	05/17/2021	NP60070257			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5671		MAPPING	GASOLINE		221.44			
							221.44		
						CHECK TOTAL	**221.44**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	05/17/2021	NP60070131			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001205 5671		PAT NASA	GASOLINE		490.04			
	2 001163 5671		YOUTH CT	GASOLINE		57.79			
	3 001200 5671		SHERIFF	GASOLINE		6,302.49			
							6,850.32		
						CHECK TOTAL	**6,850.32**		
9739	FLOORE INDUSTRIAL CON	0001		INV	05/17/2021	PAY # 3			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 037530 5911		MCLEOD	CIP		133,298.74			
							133,298.74		
						CHECK TOTAL	**133,298.74**		
4029	HANCOCK COUNTY SOLID	0000		INV	05/17/2021	983			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400340 5591		SOL WAST	GARBAGE		71,615.50			
							71,615.50		
						CHECK TOTAL	**71,615.50**		
2862	HANCOCK COUNTY WATER	0000		INV	05/17/2021	109982 APRIL 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5510		IMP EXP	HEAT LIGHT		7,838.00			
							7,838.00		
2862	HANCOCK COUNTY WATER	0000		INV	05/17/2021	101270 APR 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		39.00			
							39.00		
2862	HANCOCK COUNTY WATER	0000		INV	05/17/2021	108970 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
2862	HANCOCK COUNTY WATER	0000		INV	05/17/2021	104467 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		64.50			
							64.50		
2862	HANCOCK COUNTY WATER	0000		INV	05/17/2021	110289 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		77.00			
							77.00		
2862	HANCOCK COUNTY WATER	0000		INV	05/17/2021	110293 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		102.50			
							102.50		
2862	HANCOCK COUNTY WATER	0000		INV	05/17/2021	103076 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		77.00			
							77.00		
2862	HANCOCK COUNTY WATER	0000		INV	05/17/2021	110125 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		
2862	HANCOCK COUNTY WATER	0000		INV	05/17/2021	110291 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		102.50			
							102.50		
						CHECK TOTAL	**8,450.50**		
9478	INDUSTRIAL WELDING SU	0001		INV	05/17/2021	36239049			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5699		RD MNT	OTH CNS		153.54			
							153.54		
						CHECK TOTAL	**153.54**		
6152	KELLAR TIM	0000		INV	04/05/2021	Oct, Nov, Feb fees			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 660101 5599		CHNC CLK	OTHER CONT		26.00			
	2 660101 5599		CHNC CLK	OTHER CONT		1,560.30			
	3 660101 5599		CHNC CLK	OTHER CONT		338.00			
							1,924.30		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6152	KELLAR TIM	0000		INV	04/05/2021	March 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 660101 5599		CHNC CLK	OTHER CONT		1,453.60			
							1,453.60		
						CHECK TOTAL	**3,377.90**		
6152	KELLAR TIM	0000		INV	04/05/2021	INDIGENT FOR FEB 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001451 5413		INDIGENT	CRT APPT C		1,264.00			
							1,264.00		
						CHECK TOTAL	**1,264.00**		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	010041825 apr21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5510		ANIM SHLT	HEAT LIGHT		159.57			
							159.57		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	010042090 apr 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		434.28			
							434.28		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	010061800 APR 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		440.85			
							440.85		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	010061810 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	010092550 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		284.75			
							284.75		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	010092600 AOR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		133.11			
							133.11		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	020100976 APR 21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			35.49		
							35.49		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	020152100 APR21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			25.00		
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	010092551 APR21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			48.60		
							48.60		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	010092500 apr21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			75.00		
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	020219900 aor 21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			54.07		
							54.07		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	010094800 apr21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			75.00		
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	010059260 APR21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			25.00		
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	020002720 APR21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			81.30		
							81.30		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	010092810 APR21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			80.94		
							80.94		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	010092410 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		122.94			
							122.94		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	010059250 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	020149625 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	020002700 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	05/17/2021	010042100 apr21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		6,794.46			
							6,794.46		
						CHECK TOTAL	**9,020.36**		
9848	Language Line Service	0001		INV	05/17/2021	10231345			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5502		EMER 911	TELEPHONE		11.55			
							11.55		
						CHECK TOTAL	**11.55**		
9678	MEDICAL WASTE MANAGEM	0001		INV	05/17/2021	76644			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001222 5596		INM MED	WASTE SERV		45.00			
							45.00		
						CHECK TOTAL	**45.00**		
9434	METRIX SOLUTIONS, LLC	0000		INV	05/17/2021	M63932			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5599		SHERIFF	OTHER CONT		937.50			
							937.50		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**937.50**		
99998	JIMMIE LADNER, JR	0000		INV	05/17/2021	1CPSY1222M1418155			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5669		RD MNT	LIC TAGS		10.00			
							10.00		
						CHECK TOTAL	**10.00**		
99998	JIMMIE LADNER, JR	0000		INV	05/17/2021	3N6CM0KN8MK690862			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5669		BLDS/GRNDS	LIC TAGS		10.00			
							10.00		
						CHECK TOTAL	**10.00**		
99998	POSTMASTER	0000		INV	05/17/2021	FOREVER STAMPS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5501		EMER 911	POSTAGE AN		55.00			
							55.00		
						CHECK TOTAL	**55.00**		
99998	SUNSTONE	0000		INV	05/17/2021	139A0-29-381.000			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001000 2110		REVENUE	Tax refund		41.94			
							41.94		
						CHECK TOTAL	**41.94**		
99998	THOMAS C NICHOLLS I	0000		INV	05/17/2021	SW#20274			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		35.50			
							35.50		
						CHECK TOTAL	**35.50**		
99998	THOMAS HANEY	0000		INV	05/17/2021	SW#10535			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 400000 4340		REVENUE	REFUNDS		61.25			
							61.25		
						CHECK TOTAL	**61.25**		

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VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	UPS	0000		INV	05/17/2021	00007274X8171			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5501		SHERIFF	POSTAGE AN		21.55			
							21.55		
						CHECK TOTAL	**21.55**		
7201	MOBILE MONITORING FLE	0000		INV	05/17/2021	2471862			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5599		MAPPING	OTHER CONT		120.00			
							120.00		
7201	MOBILE MONITORING FLE	0000		INV	05/17/2021	2471524			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5599		IMP EXP	OTHER CONT		367.30			
							367.30		
						CHECK TOTAL	**487.30**		
5583	MOTOROLA, INC	0001		INV	05/17/2021	8230323375			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5544		EMER 911	MNT AG		10,290.20			
							10,290.20		
						CHECK TOTAL	**10,290.20**		
6475	MS DEPT OF PUBLIC SAF	0000		INV	05/17/2021	90103567			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5562		SHERIFF	EVIDENCE		900.00			
							900.00		
						CHECK TOTAL	**900.00**		
6475	MS DEPT OF PUBLIC SAF	0000		INV	05/17/2021	90103566			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5562		SHERIFF	EVIDENCE		1,080.00			
							1,080.00		
						CHECK TOTAL	**1,080.00**		
9612	MS DEPT OF REVENUE	0000		INV	05/17/2021	1CPSY1222M1418155			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5669		RD MNT	LIC TAGS		12.00			
							12.00		

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VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**12.00**		
9612	MS DEPT OF REVENUE	0000		INV	05/17/2021	3N6CMOKN8MK690862			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5669		BLDS/GRNDS	LIC TAGS		12.00			
							12.00		
						CHECK TOTAL	**12.00**		
8825	NI GOVERNMENT SERVICE	0002		INV	05/17/2021	21042996541			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001260 5502		EMA	TELEPHONE		48.36			
							48.36		
						CHECK TOTAL	**48.36**		
5556	PEARL RIVER CENTRAL W	0000		INV	05/17/2021	310510 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		17.00			
							17.00		
5556	PEARL RIVER CENTRAL W	0000		INV	05/17/2021	310500 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		17.00			
							17.00		
						CHECK TOTAL	**34.00**		
7030	PEARLINGTON WATER & S	0000		INV	05/17/2021	00030003 APR 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		37.25			
							37.25		
7030	PEARLINGTON WATER & S	0000		INV	05/17/2021	00000710 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		94.25			
							94.25		
						CHECK TOTAL	**131.50**		
9781	Quadient Finance USA,	0000		INV	05/17/2021	APRIL 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5501		MAPPING	POSTAGE AN		1,000.00			
							1,000.00		

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VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**1,000.00**		
9781	Quadient Finance USA,	0000		INV	05/17/2021	APRIL, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001166 5501		JUST CT	POSTAGE AN		170.00			
							170.00		
						CHECK TOTAL	**170.00**		
9834	Quadient Finance USA,	0000		INV	05/17/2021	APRIL, 2021 **			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001101 5501		CHANC CLK	POSTAGE AN		16,075.00			
							16,075.00		
						CHECK TOTAL	**16,075.00**		
9825	Quadient Leasing USA,	0000		INV	05/17/2021	58412351			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001166 5501		JUST CT	POSTAGE AN		179.85			
							179.85		
						CHECK TOTAL	**179.85**		
9825	Quadient Leasing USA,	0000		INV	05/17/2021	N 8859395			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001101 5533		CHANC CLK	RENT-OFF		2,296.44			
							2,296.44		
						CHECK TOTAL	**2,296.44**		
9782	Quest Diagnostics Lab	0000		INV	05/17/2021	600477			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001222 5609		INM MED	SOFTWARE		48.14			
							48.14		
						CHECK TOTAL	**48.14**		
8180	SOUTHERN LIGHT, LLC	0001		INV	05/17/2021	219068			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5504		INFO TECH	INTERNET		4,800.00			
							4,800.00		

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VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8180	SOUTHERN LIGHT, LLC	0001		INV	05/17/2021	186577 (11-1-2020)			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5544		INFO TECH	MNT AG		4,800.00			
							4,800.00		
8180	SOUTHERN LIGHT, LLC	0001		INV	05/17/2021	159680 (9-1-2020)			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5544		INFO TECH	MNT AG		4,800.00			
							4,800.00		
						CHECK TOTAL	**14,400.00**		
8031	STANDARD DEDEAUX WATE	0000		INV	05/17/2021	010192550 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
8031	STANDARD DEDEAUX WATE	0000		INV	05/17/2021	030006725 APR21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		27.50			
							27.50		
8031	STANDARD DEDEAUX WATE	0000		INV	05/17/2021	010192500 APR 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		25.00			
							25.00		
						CHECK TOTAL	**77.50**		
4646	TEC	0000		INV	05/17/2021	1021148			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5502		EMER 911	TELEPHONE		108.97			
	2 001105 5502		TAX/COL	TELEPHONE		5.38			
	3 001102 5502		CIRC CLK	TELEPHONE		20.00			
	4 001151 5502		BLDS/GRNDS	TELEPHONE		8.92			
							143.27		
						CHECK TOTAL	**143.27**		
8364	THOMSON REUTERS-WEST	0000		INV	05/17/2021	844286844			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5502		SHERIFF	TELEPHONE		1,495.80			
							1,495.80		
						CHECK TOTAL	**1,495.80**		

Attachment: Check run 05172021 (8184 : Docket for May 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9439	CELICO PARTNERSHIP	0001		INV	05/17/2021	9878424566			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001125 5504		INFO TECH	INTERNET			120.03		
							120.03		
9439	CELICO PARTNERSHIP	0001		INV	05/17/2021	9878424565			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5502		SHERIFF	TELEPHONE			320.26		
							320.26		
						CHECK TOTAL	**440.29**		
9716	VISA	0000		INV	05/17/2021	APRIL, 2021*			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5477		SHERIFF	TRAV VEH			143.92		
							143.92		
						CHECK TOTAL	**143.92**		
9716	VISA	0000		INV	05/17/2021	APRIL, 2021**			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001675 5476		BLDG DEPT	MEALS/LDG			254.30		
	2 001200 5479		SHERIFF	TRAV CARR			1,712.90		
	3 001200 5476		SHERIFF	MEALS/LDG			203.56		
	4 096153 5476		MAPPING	MEALS/LDG			561.00		
							2,731.76		
						CHECK TOTAL	**2,731.76**		
9716	VISA	0001		INV	05/17/2021	APRIL, 2021 *			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5599		SHERIFF	OTHER CONT			38.14		
	2 001530 5599		MCLEOD PK	OTHER CONT			38.14		
	3 001200 5613		SHERIFF	ENF SUPPL			48.95		
	4 001220 5645		IMP EXP	JANITORIAL			49.99		
	5 001220 5645		IMP EXP	JANITORIAL			149.97		
	6 001125 5544		INFO TECH	MNT AG			79.99		
							405.18		
						CHECK TOTAL	**405.18**		

154 INVOICES WARRANT TOTAL 366,410.95 366,410.95

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Program ID: apwarrnt

Attachment: Check run 05172021 (8184 : Docket for May 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
CASH ACCOUNT BALANCE						41,478,375.36		

Attachment: Check run 05172021 (8184 : Docket for May 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Preliminary Check Run Summary

CHECK RUN: 05172021 05/17/2021
DUE DATE: 05/17/2021

FUND	ORG		ACCOUNT		AMOUNT	AVLB BUDGET
001	001000	GENERAL FUND REV	001-00-000-00-001-2110-	Tax Collector Refunds	41.94	
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5501-	POSTAGE AND BOX RENT	16,075.00	15,392.67
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5502-	TELEPHONE SERVICE	13.18	94.80
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5533-	RENTAL OF OFFICE EQUI	3,036.44	3,744.60
001	001102	CIRCUIT CLERK'S DEPAR	001-10-102-00-000-5502-	TELEPHONE SERVICE	20.00	83.58
001	001102	CIRCUIT CLERK'S DEPAR	001-10-102-00-000-5504-	INTERNET SERVICES	68.44	428.31
001	001105	TAX ASSESSOR/COLLECTO	001-10-105-00-000-5502-	TELEPHONE SERVICE	169.32	723.44
001	001125	IT DEPARTMENT	001-10-125-00-000-5504-	INTERNET SERVICES	4,920.03	44,959.88
001	001125	IT DEPARTMENT	001-10-125-00-000-5544-	MAINTENANCE AGREEMENT	9,679.99	22,009.72
001	001125	IT DEPARTMENT	001-10-125-00-000-5671-	GASOLINE	52.62	1,888.65
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5502-	TELEPHONE SERVICE	3,553.27	29,676.86
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5510-	HEAT LIGHT POWER GAS	4,444.69	51,897.41
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5669-	LICENSE TAGS	22.00	0.00
001	001160	CHANCERY COURT	001-10-160-00-000-5411-	COURT REPORTERS	10,474.99	30,322.66
001	001161	CIRCUIT COURT	001-10-161-00-000-5418-	COURT REPORTERS	9,170.46	5,705.87
001	001161	CIRCUIT COURT	001-10-161-00-000-5550-	LEGAL FEES	348.99	2,159.28
001	001163	YOUTH COURT	001-10-163-00-000-5502-	TELEPHONE SERVICE	25.63	1,525.34
001	001163	YOUTH COURT	001-10-163-00-000-5671-	GASOLINE	57.79	348.96
001	001166	JUSTICE COURT	001-10-166-00-000-5501-	POSTAGE AND BOX RENT	349.85	4,656.95
001	001167	CORONER AND RANGER	001-10-167-00-000-5502-	TELEPHONE SERVICE	13.18	347.80
001	001168	DISTRICT ATTORNEY'S O	001-10-168-00-000-5502-	TELEPHONE SERVICE	13.18	26.75
001	001168	DISTRICT ATTORNEY'S O	001-10-168-00-000-5504-	INTERNET SERVICES	68.44	420.92
001	001200	SHERIFF	001-20-200-00-000-5476-	MEALS AND LODGING	203.56	802.37
001	001200	SHERIFF	001-20-200-00-000-5477-	TRAVEL IN PRIVATE VEH	143.92	0.08
001	001200	SHERIFF	001-20-200-00-000-5479-	TRAVEL IN PUBLIC CARR	1,712.90	111.10
001	001200	SHERIFF	001-20-200-00-000-5501-	POSTAGE AND BOX RENT	21.55	2,296.85
001	001200	SHERIFF	001-20-200-00-000-5502-	TELEPHONE SERVICE	9,173.90	28,109.76
001	001200	SHERIFF	001-20-200-00-000-5562-	EVIDENCE TESTING	1,980.00	3,940.00
001	001200	SHERIFF	001-20-200-00-000-5599-	OTHER CONTRACTUAL SER	975.64	16,516.46
001	001200	SHERIFF	001-20-200-00-000-5613-	LAW ENFORCEMENT SUPPL	48.95	6,872.18
001	001200	SHERIFF	001-20-200-00-000-5671-	GASOLINE	12,006.92	59,787.50
001	001205	PATROLLING NASA	001-20-205-00-000-5671-	GASOLINE	843.34	20,908.41
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5510-	HEAT LIGHT POWER GAS	10,707.39	143,658.98
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5540-	MAINTENANCE OF BUILDI	237.50	67,215.61
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5599-	OTHER CONTRACTUAL SER	367.30	38,740.20
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5645-	JANITORIAL SUPPLIES	199.96	1,720.64
001	001222	INMATE MEDICAL	001-20-222-00-000-5596-	WASTE SERVICE	45.00	758.00
001	001222	INMATE MEDICAL	001-20-222-00-000-5609-	SOFTWARE	48.14	1,367.86
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5502-	TELEPHONE SERVICE	120.32	1,200.77
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5513-	CABLE TELEVISION	174.24	585.08

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Program ID: apwarrnt

Attachment: Check run 05172021 (8184 : Docket for May 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

001	001333	MARINA	001-30-333-00-000-5510-	HEAT LIGHT POWER GAS	77.00	12,018.12
001	001400	HEALTH DEPARTMENT	001-40-400-00-000-5502-	TELEPHONE SERVICE	79.26	358.41
001	001411	ANIMAL SHELTER	001-40-411-00-000-5504-	INTERNET SERVICES	312.27	1,278.38
001	001411	ANIMAL SHELTER	001-40-411-00-000-5510-	HEAT LIGHT POWER GAS	545.49	4,744.12
001	001451	INDIGENT CASES	001-40-451-00-000-5413-	CRT APPT CUSTODIAL FE	1,264.00	11,259.40
001	001530	MCLEOD PARK	001-50-530-00-000-5504-	INTERNET SERVICES	142.59	2,515.06
001	001530	MCLEOD PARK	001-50-530-00-000-5510-	HEAT LIGHT POWER GAS	10,258.39	15,772.51
001	001530	MCLEOD PARK	001-50-530-00-000-5599-	OTHER CONTRACTUAL SER	38.14	1.86
001	001531	RECREATION DEPARTMENT	001-50-531-00-000-5510-	HEAT LIGHT POWER GAS	2,407.09	43,111.83
001	001630	SOIL CONSERVATION	001-60-630-00-000-5502-	TELEPHONE SERVICE	176.75	593.55
001	001631	COUNTY AGENT	001-60-631-00-000-5504-	INTERNET SERVICES	125.00	625.00
001	001675	BUILDING DEPARTMENT	001-70-675-00-000-5476-	MEALS AND LODGING	254.30	249.90
001	001675	BUILDING DEPARTMENT	001-70-675-00-000-5671-	GASOLINE	239.15	1,269.97
				FUND TOTAL	**117,549.39**	

CASH ACCOUNT 999 1002 BALANCE 41,478,375.36

037	037530	MCLEOD PARK	037-50-530-00-000-5911-	CONSTRUCTION-IN-PROGR	133,298.74	378,454.68
				FUND TOTAL	**133,298.74**	

CASH ACCOUNT 999 1002 BALANCE 41,478,375.36

096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5476-	MEALS AND LODGING	561.00	4,040.50
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5501-	POSTAGE AND BOX RENT	1,000.00	5,584.22
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5502-	TELEPHONE SERVICE	360.12	129.96
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5556-	PROFESSIONAL FEES & O	1,570.50	76,620.04
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5599-	OTHER CONTRACTUAL SER	120.00	2,919.77
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5671-	GASOLINE	365.53	6,325.60
				FUND TOTAL	**3,977.15**	

CASH ACCOUNT 999 1002 BALANCE 41,478,375.36

097	097110	EMERGENCY 911	097-10-110-00-000-5501-	POSTAGE AND BOX RENT	55.00	55.00
097	097110	EMERGENCY 911	097-10-110-00-000-5502-	TELEPHONE SERVICE	1,507.57	16,783.43
097	097110	EMERGENCY 911	097-10-110-00-000-5510-	HEAT LIGHT POWER GAS	735.76	7,554.45
097	097110	EMERGENCY 911	097-10-110-00-000-5544-	MAINTENANCE AGREEMENT	14,342.20	57,980.63
				FUND TOTAL	**16,640.53**	

CASH ACCOUNT 999 1002 BALANCE 41,478,375.36

150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5504-	INTERNET SERVICES	511.27	927.05
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5510-	HEAT LIGHT POWER GAS	3,453.83	19,430.68
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5669-	LICENSE TAGS	22.00	0.00
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5699-	OTHER CONSUMABLE SUPP	153.54	1,375.19

Attachment: Check run 05172021 (8184 : Docket for May 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

				FUND TOTAL	**4,140.64**	
CASH ACCOUNT 999 1002			**BALANCE 41,478,375.36**			
154	154523	MULTIPURPOSE ARENA	154-50-523-00-000-5510-	HEAT LIGHT POWER GAS	465.85	12,660.59
				FUND TOTAL	**465.85**	
CASH ACCOUNT 999 1002			**BALANCE 41,478,375.36**			
156	156331	SEAWALL	156-30-331-00-000-5510-	HEAT LIGHT POWER GAS	248.50	15,306.63
				FUND TOTAL	**248.50**	
CASH ACCOUNT 999 1002			**BALANCE 41,478,375.36**			
400	400000	SOLID WASTE BILLING&C	400-00-000-00-001-4340-	REFUNDS	96.75	0.00
400	400340	SOLID WASTE	400-30-340-00-000-5505-	DIRECT MAIL SERVICES	15,000.00	3,000.00
400	400340	SOLID WASTE	400-30-340-00-000-5591-	GARBAGE PICKUP	71,615.50	234,130.50
				FUND TOTAL	**86,712.25**	
CASH ACCOUNT 999 1002			**BALANCE 41,478,375.36**			
660	660101	CHANCERY CLERK	660-10-101-00-000-5599-	OTHER CONTRACTUAL SER	3,377.90	-4,599.90
				FUND TOTAL	**3,377.90**	
CASH ACCOUNT 999 1002			**BALANCE 41,478,375.36**			
				WARRANT SUMMARY TOTAL	**366,410.95**	
				GRAND TOTAL	**366,410.95**	

Attachment: Check run 05172021 (8184 : Docket for May 17, 2021.)

Hancock County Board of Supervisors

Regular Meeting Minutes

May 3, 2021 at 9:00 a.m.

Board Meeting Room

Minutes Acceptance: Minutes of May 3, 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, Chancery Clerk, Timothy Kellar, County Attorney, Gary Yarborough, Comptroller, Nancy Kelly, Tax Assessor, Jimmie Ladner, County Engineer, Geoff Clemons, Road Manager, Vic Johnson, and Deputy Clerk, Valerie Fitts were all present in the Board Meeting room. EMA Director, Brian 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

4.E. Revise the date for receiving Bids for Repairs to the Hancock County Arena from Monday, May 3, 2021 at 11:00 a.m. to Monday, May 17, 2021 at 11:00 a.m.

4.G. Revise the date for receiving Bids for Replacement of Bridge No. 1 on Crane Creek Road from Monday, May 3, 2021 at 11:00 a.m. to Monday, May 17, 2021 at 11:00 a.m.

8.G.8. Motion to spread on the Minutes, Addendum Number 1 for Replacement of Bridge No. 1 on Crane Creek Road.

8.G.9. Motion to spread on the Minutes, Addendum No. 3 for Repairs to Hancock County Arena.

8.H.4. Motion to authorize a check to be cut to Sandy Sansing Nissan in the amount of $19,600.00 for the purchase of a Nissan NV200 van for Buildings & Grounds.

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

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

4. Announcements

A. The next regular scheduled Board of Supervisor's meeting will be held at 9:00 a.m. on Monday, May 17, 2021.

B. Biweekly payroll for ending date April 24, 2021 with check date April 30, 2021 totaled $607,293.20.

C. The Board of Supervisors will hold a Public Hearing this afternoon at 1:30 p.m., on the Tax Increment Financing Plan Diamondhead Medical Center Project, Hancock County, Mississippi, 2021 (the "TIF Plan").

D. The Board of Supervisors will hold a Public Hearing this afternoon at 1:30 p.m., regarding Safety Hazard Properties located at 16042 Daytona DR. W. Pearlington, MS and 16070 Old Joe Moran Rd. Kiln, MS per MS Code 19-5-105.

E. Bids will be received by the Hancock County Board of Supervisors at 854 Highway 90, Bay St. Louis, MS 39520 until 11:00 a.m., this morning, and shortly thereafter opened and read for Repairs to Hancock County Arena.

F. Bids will be received by the Hancock County Board of Supervisors at 854 Highway 90, Bay St. Louis, MS 39520 until 11:00 a.m., this morning, and shortly thereafter opened and read for Hancock County Beach Maintenance Bid.

G. Bids will be received by the Hancock County Board of Supervisors at 854 Highway 90, Bay St. Louis, MS 39520 until 11:00 a.m., this morning, and shortly thereafter opened and read for Replacement of Bridge No. 1 on Crane Creek Road.

H. 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 June 7, 2021, and shortly thereafter opened and read for Replacement of Bridge No. 48 Bogue Houma Bayou on Flat Top Road.

Minutes Acceptance: Minutes of May 3, 2021 9:00 AM (Board Secretary)

I. 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 June 7, 2021, and shortly thereafter opened and read for Replacement of Bridge No. 2 on Anner Necaise Road.

5. Bid Openings

1. Motion to spread on the Minutes, the Proof of Publication for Hancock County Beach Maintenance Bid.**Approved**

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

2. Open and take under advisement Bids received for Hancock County Beach Maintenance.**Approved**

   The record reflects the following:

   1 Paper Bid:

   Black Diamond LLC

   Bid Schedule 1 - $414,350

   Bid Schedule 2 - Pre-disaster Options - $22,570

   Electronic Bid

   DNA Underground, LLC

   Bid Schedule 1 - $421,750

   Bid Schedule 2 - Pre-disaster Options - $156,780

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

3. Motion to spread on the Minutes, the Proof of Publication for Repairs to Hancock County Arena.**No Action Taken**

RESULT:	**NO ACTION TAKEN**

4. Motion to spread on the Minutes, the Proof of Publication for Replacement of Bridge No. 1 on Crane Creek Road.**No Action Taken**

Minutes Acceptance: Minutes of May 3, 2021 9:00 AM (Board Secretary)

RESULT: **NO ACTION TAKEN**

6. External Business Agenda

A. Port & Harbor Commission

1. Motion to accept the Hancock County Port & Harbor Commission's Resolution 20210426-01, approving the April 26, 2021 Docket of Claims.**Approved**

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

2. Motion to accept the Hancock County Port & Harbor Commission's Resolution20210426-06, adopting the HCPHC FY2021 Budget Amendment #2 & Proposal for Coastal Dredging Company, Inc., to Dredge Over Colonial Pipeline.**Approved**

   The records reflects this Amendment is commercially reasonable, necessary to completion of the project given the requirements for dredging and necessary under 31-7-13(d).

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

3. Motion to accept Hancock County Port & Harbor Commission's Resolution 20210426-07, authorizing the Execution of Change Order No. 3 for zero cost on Project AP1701 Restore Hangar to Drace Construction.**Approved**

   The records reflects this Change Order is necessary under 31-7-13(d) to the project in scope and compliance to the parking lot modifications.

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

B. Steve Barney - The Arts Hancock County

1. Motion to approve an appropriation of $1,500 to The Arts, Hancock County in support of the Wall to Wall Public Art Festival, June 5 - 6, 2021, and authorize budget amendment from Board Capital.**Approved**

Minutes Acceptance: Minutes of May 3, 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

C. Ryan A. Frederic - Mississippi Public Service Commission

1. Presentation regarding the Mississippi Public Service Commission from Ryan A. Frederic, Esquire, District Director, and Caroline Bishop, Public Information Officer, Southern District.**No Action Taken**

RESULT:	**NO ACTION TAKEN**

7. Departmental Agendas

A. Emergency Management Agency

1. Motion to approve the appointment of Vicki Jones to the West Hancock Fire Protection District Board. Mrs. Jones' initial term is effective immediately and will expire on February 6, 2022. Mrs. Jones will be filling the unexpired term of Mr. Kim Jones due to his passing.**Approved**

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

2. Motion to approve the re-appointments of Liz Vernaci and Herb Ritchie to the West Hancock Fire District Board. Liz Vernaci's re-appointment will expire on February 21, 2025. Herb Ritchie's re-appointment will expire on February 21, 2026.**Approved**

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

3. Motion to approve the dismissal of John Marshall from the West Hancock Fire District Board due to not attending meetings and approve the appointment of Richardo Armstrong to fill the unexpired seat. Mr. Armstrong's initial appointment is effective immediately and will expire on April 2, 2023.**Approved**

Minutes Acceptance: Minutes of May 3, 2021 9:00 AM (Board Secretary)

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

4. Motion to accept the resignation of Dispatch Coordinator Tracy Borja, effective May 3, 2021, and authorize E-911 Chairman to advertise for an E-911 Coordinator position in the May 14, 2021 payroll stubs, county website, and on all county social media sites.**Approved**

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

B. Animal Shelter

C. Justice Court

1. Motion to approve payment of the Mississippi Justice Court Clerks Association 2021-2022 dues for the following: $150.00 for Court Clerk, and $50.00 for each Deputy Clerk for a total amount of $350.00.**Approved**

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

D. IT Department

E. Purchasing

1. Motion to approve the low quote from Jeff Register Building & Truss in the amount of $11,900.00 for materials and installation of a pole barn at the Sheriff's Department, and spread both quotes on the Minutes. This will require a budget amendment.**Approved**

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

2. Motion to Rescind Motion 7830 from the March 15, 2021 Meeting. The contract price for the 48 month rental/lease of a Canon Imagerunner Advance DX 6755i multifunctional digital copier for the Tax Office was incorrectly stated at $265.00 per month. The correct amount is $299.00 per month.**Approved**

Minutes Acceptance: Minutes of May 3, 2021 9:00 AM (Board Secretary)

The record reflects Items 2 - 3 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

3. Motion to approve the 48 month rental/lease of a Canon Imagerunner Advance DX 6755i multifunctional digital copier with a maintenance agreement for Tax Office off MS State Contract No. 8200050618, effective dates May 1, 2020 - April 30, 2021. Total contract price is $299.00/month from Canon, and spread Contract on the Minutes. This will replace the present copier ($299.00/month) that has expired. This Motion corrects the incorrect contract price stated in Motion 7830.**Approved**

   The record reflects a reservation of the right to void any contract that extends past this Board's term.

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

F. Planning and Zoning

G. Parks & Recreation

H. Inventory Clerk

1. Motion to approve the Inventory removal and disposal of the assets listed on attached Exhibit A as they are no longer needed for County purposes.**Approved**

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

I. Comptroller

1. Motion to approve the attached Budget Amendments.**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 the following Interfund Transfers: a. Transfer into Fleet Maintenance $50,000 of that $14,000 from the General Fund, $33,000 from

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the Road Fund, and $3,000 from the Seawall Fund. b. Transfer into the Multipurpose Arena Fund $25,000 from the General Fund.**Approved**

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 May 3, 2021 in the amount of $1,650,118.01.**Approved**

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

J. Board Secretary

1. Motion to approve Regular Meeting Minutes of Monday April 19th, 2021**Accepted**

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

8. Elected/Appointed Agendas

A. Sheriff's Office

1. Motion to approve Eddie Walley and Daniel Gilkerson to go to US K9 training on May 17 – 20, 2021 in Kaplin Louisiana. Tuition and lodging is $860.00 per person. They will need $184.00 per person, advance for meals.**Approved**

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

2. Motion to spread on the Minutes, the Following Personnel Changes: a. Add Daniel Sullivan to payroll as a full time Deputy, at a rate of pay $16.20 per hour, effective May 03, 2021. b. Add Katharine McGhee to payroll as full time Correction Officer, at a rate of pay $14.63 per hour, effective May 03, 2021.**Approved**

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

B. Tax Assessor

C. Circuit Clerk

D. Youth Court/Youth Drug Court

1. Motion to authorize Youth Court (Family Treatment Court) – approval of agreement with Dr. Schumacher (University of Mississippi Medical Center) for training services (motivational interviewing). Training will be paid for by OJJDP FY 20 Family Drug Court Program.**Approved**

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

E. County Court

F. Chancery Clerk

1. Motion to spread on the Minutes, the Homestead Exemption Disallowances for the reimbursement year 2020, for submission to the State Department of Revenue, with attached objection letter and approval letter for James S. Abernethly.**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 use of Ion Business Concepts & Payment Systems to accept online payments for delinquent taxes, at a rate of 2.5% for credit card use, effective June 1, 2021. There is no charge to the county for this service.**Approved**

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

G. County Engineer

1. Motion to spread on Minutes, the Addendum No. 2 for Repairs to Hancock County Arena Project.**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 the Right Of Way Occupancy Request from Telepak Network for directional bore at 6590 Lakeshore Road South Hancock.**Approved**

   The reflects Items 2-7 were voted on in one consent block.

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

3. Motion to approve Right Of Way Occupancy Request from Telepak Network for directional bore across Stennis Airport Road from South Side to the North Side of the Hancock County Career Tech Building.**Approved**

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

4. Motion to approve Right Of Way Occupancy Request from Telepak Network for directional bore across Kiln Delisle Road from North Side to South Side along Kiln Delisle to East Hancock Elementary.**Approved**

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

5. Motion to approve Right Of Way Occupancy Request from Telepak Network install fiber Optic Cable from intersection of Highway 604 and 1st Avenue to the Pearlington Public Library.**Approved**

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

6. Motion to approve Right Of Way Occupancy Request from Telepak Network for a directional bore across Stennis Airport Road from South Side to the North Side to 7044 Stennis Airport Road.**Approved**

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

7. Motion to approve Right Of Way Occupancy Request from Telepak Network for a directional bore for the installation of Fiber Optic Cable under Stennis Airport Road along Hancock Middle School Road to Hancock County Middle School.**Approved**

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

8. Motion to spread on the Minutes, Addendum Number 1 for Replacement of Bridge No. 1 on Crane Creek Road.**Approved**

   The record reflects Items 8 - 9 were voted on in one consent block.

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

9. Motion to spread on the Minutes, Addendum No. 3 for Repairs to Hancock County Arena.**Approved**

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

H. Road Manager

1. Motion to remove John Lyons from payroll as a part time custodian with Buildings and Grounds Department due to his resignation, effective March 28, 2021.**Approved**

Minutes Acceptance: Minutes of May 3, 2021 9:00 AM (Board Secretary)

The record reflects Items 1-3 were voted on in one consent block.

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

2. Motion to approve the hiring of Patricia Palmer as a part time custodian in Buildings and Grounds Department at a rate of pay of $10.00 per hour, effective upon successful completion of physical and drug test.**Approved**

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

3. Motion to approve the hiring of Noel Harper Jr. as a Class III Laborer for the South Maintenance Road Department at a rate of pay of $11.00 per hour, effective upon successful completion of physical and drug test.**Approved**

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

4. Motion to authorize a check to be cut to Sandy Sansing Nissan in the amount of $19,600.00 for the purchase of a Nissan NV200 van for Buildings & Grounds.**Approved**

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

I. Grant Administrator

1. Motion to spread on the Minutes, the quarterly report for March 2021 to the Department of Finance and Administration for the Crane Creek Bridge Replacement Project.**Approved**

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

J. County Administrator

1. Motion to approve and authorize Board President to sign, and spread on the Minutes, the following Hancock County School District 16th Section Land Matters: a. Correspondence from Regina C. Moran regarding Hancock County Board of Education's action regarding 16th Section Land Matters. b. Amendment - Pearl Hoda - Residential - Section 16-6-14 (1 acre) 8th year appraisal resulted in reduction in annual payment. This is a 25-year lease and the annual will be $510.00 for the next eight years; c. New Lease - S&S Hunting Lands, Inc. - Forestry/Hunting - 17-5-15 (247 acres) - Judd Brooks. This is a 5-year lease with an annual payment of $1,916.72; d. New Lease - Charles and Vivian Norris - Residential - 30-5-15 (2.9 acres) - This is a 25-year lease with 8th and 16th year appraisals. Lease payment for the first eight years will be $886.88.**Approved**

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

2. Motion to Ratify use of the EOC Mobile Command Trailer by the City of Bay St. Louis for the City's Election on June 7, 2021.**Approved**

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

3. Motion to spread on the Minutes, and accept, Letter of Resignation by Kyle Lewis from the Gulf Coast Mental Health and the Pine Belt Mental Healthcare Resources Board of Commissioners, effective May 1, 2021.**Approved**

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

4. Motion to spread on the Minutes, American Medical Response's March 2021, Hancock County All Zones Report.**Approved**

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

5. Motion to spread on the Minutes, correspondence dated April 23, 2021, from John P. Baxter, 133 Carroll Avenue, Bay St. Louis, Mississippi, asking to not be compensated for his service on the Jury Commission for Hancock County.**Approved**

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

6. Motion to approve and spread on the Minutes, the following: a. Budget Schedule for FY 2021-2022.**Approved**

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

7. Motion to approve and spread on the Minutes, the following: b. Budget Resolution for Non-County Agencies for FY 2021-2022. c. Budget Letter for FY 2021-2022 Non-County Agency requests. d. Budget Letter for FY 2021-2022 Department requests.**Approved**

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

8. Motion to authorize a salary adjustment for the Hancock County Prosecutor to raise his salary to $62,950.00 per year, effective beginning May 9, 2021.**Approved**

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

9. Discussion regarding relocation of the following County Entities: Youth/County Court, MS State Extension Services, Soil & Water Conservation, and Hancock County Probation Office.**No Action Taken**

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RESULT: **NO ACTION TAKEN**

K. County Attorney

1. Motion to authorize County Attorney to submit comments to the Gulf Coast Resource Coalition on behalf of Hancock County for the Draft Environmental Impact Statement regarding the Mid-Barataria Diversion Project.**Approved**

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

9. Supervisors Items

A. District 1

1. Motion to authorize CASA of Hancock County to use the Hancock County Annex parking lot and public restrooms for the Touch A Truck event scheduled for Saturday, October 16, 2021 from 8:00 a.m. through 4:00 p.m.**Approved**

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

B. District 2

1. Motion to authorize Road Manager to cut grass at the new location of Pearl River Community College at Stennis.**Approved**

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

C. District 3

D. District 4

1. Motion to appoint Virginia Kenny to the Pine Belt Mental Healthcare Resources Board of Commissioners to fill the unexpired term vacated by Kyle Lewis. Ms. Kenny's initial term is effective immediately, and expire on December 31, 2023.**Approved**

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

E. District 5

10. Public Comments

The record reflects Ron Thorp addressed the Board regarding the Bay Waveland School District and Hancock County School District.

1. Public Comments - Mr. Ron Thorp regarding The Bay Waveland School District and the Hancock County School District.**No Action Taken**

RESULT:	**NO ACTION TAKEN**

11. Executive Session

1. Motion to enter Closed Session to consider the need for an Executive Session concerning potential litigation with Ochsner Medical Center - Hancock, LLC regarding their Lease Agreement, personnel issues in the Justice Court, and personnel issues in the EMA Department.**Approved**

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 concerning potential litigation with Ochsner Medical Center - Hancock, LLC regarding their Lease Agreement, personnel issues in the Justice Court, and personnel issues in the EMA Department.**Approved**

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

3. Motion to Exit Executive Session with no action taken.**Approved**

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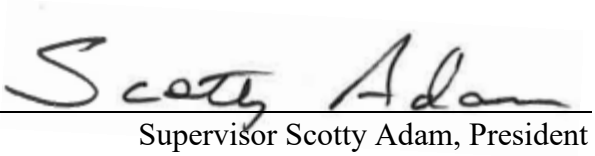
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

12. Adjourn/Recess

1. **Motion to:** Motion to recess the meeting until 1:30 p.m.**Adopted**

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

The Minutes of the May 3, 2021 have been read and approved.



Supervisor Scotty Adam, President

Minutes Acceptance: Minutes of May 3, 2021 9:00 AM (Board Secretary)

Hancock County Board of Supervisors

Public Hearing Minutes

May 3, 2021 at 1:30 PM

Board Meeting Room

A. Call to Order

The record reflects County Administrator, Eddie Favre, County Attorney, Gary Yarborough, Comptroller, Nancy Kelly, and Deputy Chancery Clerk, Valerie Fitts were all present in the Board Room.

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	

B. Public Hearing for Tax Increment Financing Plan, Diamondhead Medical Center Project

1. Motion to spread on the Minutes, the Proof of Publication for Notice of Public Hearing Tax Increment Financing Plan Diamondhead Medical Center Project, Hancock County, Mississippi, 2021.**Approved**

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

C. Public Comments

The record reflects County Attorney called for anyone present in the Board Room to speak regarding the Tax Increment Financing Plan, Diamondhead Medical Center Project, Public

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Hearing. At the call of the matter, no one was present in the Board Room to comment on the Tax Increment Financing Plan. The record further reflects due to Covid Protocols, the Board of Supervisors has an open telephone line to the Board of Supervisor's Meeting. At the call of the matter, no one was present via remote access to comment on the Tax Increment Financing Plan.

D. County Administrator

1. Motion to approve and authorize Board President to sign the Resolution approving the adoption of and implementation of the Tax Increment Financing Plan Diamondhead Medical Center Project, Hancock County, Mississippi, 2021.**Approved**

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

E. Close Public Hearing for Tax Increment Financing Plan

The record reflects the Public Hearing for Tax Increment Financing Plan is closed.

F. Public Hearing for Safety Hazard Properties

G. County Attorney

1. Motion to spread on the Minutes, the Notice of Publication for the property located at 16070 Old Joe Moran Road, Kiln, Mississippi 39556, Parcel #069-0-30-003.000, as well as, letter from Anthony Cuevas, Hancock County Building Official.**Approved**
   The record reflects at the call of the matter, Lana Janovich was present in the Board Room to comment regarding the property located at 16070 Old Joe Moran Road, Kiln, Mississippi. The record further reflects no one else came forward to comment regarding the property.

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

2. Motion to spread on the Minutes, the Notice of Publication for the property located at 16042 Daytona Dr., W., Pearlington, Mississippi 39572, as well as, letter from Anthony Cuevas, Hancock County Building Official.**Approved**

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The record reflects at the call of the Public Hearing for the property located at 16042 Daytona Drive, W., Pearlington, Mississippi, 39572, no one was present to comment regarding this property.

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

H. Public Comments

I. Motions

1. Motion to declare the property located at 16070 Old Joe Moran Road, Kiln, Mississippi 39556, Parcel #069-0-30-003.000 to be a menace to the public health, safety and welfare of the community and the surrounding property owners under Mississippi Code 19-5-105, and withhold cleaning the property until on or after Monday, June 7, 2021, giving the property owner the opportunity to incur the costs and clean the property.**Approved**

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

2. Motion to declare the property located at 16042 Daytona Drive, W., Pearlington, Mississippi 39572, to be a menace to the public health, safety and welfare of the community and the surrounding property owners under Mississippi Code 19-5-105.**Approved**

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

J. Close Public Hearing for Safety Hazard Properties

The record reflects the Public Hearing for Safety Hazard Properties is now closed.

K. Motions

1. Motion to authorize County Attorney to Procure for A&E Services for repairs to the Washington Street Pier.**Approved**

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

L. Adjourn / Recess

1. Motion to adjourn the Meeting at 1:54 p.m.**Approved**

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

The Minutes of the May 3, 2021 have been read and approved.

Supervisor Scotty Adam, President

Minutes Acceptance: Minutes of May 3, 2021 1:30 PM (Board Secretary)

1D7HU18N86J112552	2006 Dodge Ram 1500	4033
2FAFP71VX8X147857	2008 Crown Vic	3177
2FAFP71V98X140589	2008 Crown Vic	3171
2FABP7BV5BX158351	2011 Crown Vic	4659
2FAFP71WX7X133657	2007 Crown Vic	3153
1GNLC2E01CR156936	2012 Tahoe	5488
2FAFP71V18X140585	2008 Crown Vic	3182
2FAFP71V18X179600	2008 Crown Vic	7877
2FAHP71W07X101809	2007 Crown Vic	7878
2FAFP71WX5X169801	2005 Crown Vic	8100
2FAFP71W96X111292	2006 Crown Vic	4105
2FAFP71V78X140591	2008 Crown Vic	3173
2FABP7BV5BX158351	2011 Crown Vic	4659
2FAFP71V98X140589	2008 Crown Vic	3171
2FAFP71VX8X147857	2008 Crown Vic	3177
2FAFP71WX7X133657	2007 Crown Vic	3153
1D7HU18N86J112552	2006 Ram 1500	4033
1GNLC2E01CR156936	2012 Tahoe	6936
2FAFP71V18X158150	2008 Crown Vic	7233

Attachment: Auction Vehicles (8171 : Approve removing Sherriff Office vehicles from inventory and move to auction.)

Hancock County Sheriff's Office

Sheriff Ricky Adam

8450 Highway 90 Bay St. Louis, MS 39520 (228) 466-6900

May 17, 2021

Tenicia Speech, M.S.
Bureau Director
Mississippi Office of Highway Safety
1025 Northpark Drive
Ridgeland, MS 39157

Grant: 154AL-2021-ST-12-31
Re: FY21 Sub-Grantee Budget Modification Request

Dear Ms. Speech,

Attached, you will find the Hancock County Sheriff's Office FY21 Budget Modification Request. When we submitted our original FY21 Grant Application, we requested $7,534.60 more than what was ultimately awarded by the Mississippi Office of Highway Safety. Combined with a 3% raise received by deputies on October 1, 2020, this leaves the budget at an $8,000.00 deficit to complete grant activities for the FY21 Fiscal Year. While we understand that Grant funding amounts are at the discretion of the Mississippi Office of Highway Safety, we hope that the additional funds will be made available to our agency to carry out grant activities without a gap in service to the Hancock County community. If you have any questions at all, please reach out to me at amarquar@co.hancock.ms.us or call (228) 222-4649. Thank you for your consideration.

Regards,

Amy L. Marquar
Grant Coordinator
Hancock County Sheriff's Office

Attachment: 154AL FY21 Budget Modification Request UNSIGNED (8174 : Approve FY21 Sub-Grantee Budget Modification Request for Sheriff's

MS OFFICE OF HIGHWAY SAFETY
FY21 SUB-GRANTEE BUDGET MODIFICATION REQUEST
SIGNATURE SHEET

1. Sub-grantee's Name: Hancock County Sheriff's Office Mailing Address: 8450 Highway 90 Bay St. Louis, MS 39520 Telephone Number: (228) 466-6900 Fax Number: (228) 255-8246 E-Mail: amarquar@co.hancock.ms.us	2. Requested Effective Date: 06/01/2021 3. Sub-grant Number: 154AL-2021-ST-12-31 4. Modification Number: #1 5. Grant Identifier: (Funding Source and Year) 154AL FY21 6. Beginning & Ending: October 1, 2020 – September 30, 2021

7. The above sub-grant is hereby modified as follows:

Budget Category	Current Budget	Change		New Budget
		Federal	State/Local	
Personal Services-Salary	$83,136.80	+$8,000.00	$0.00	$91,136.80
Personal Services-Fringe	$0.00			
Contractual Services	$0.00			
Travel	$0.00			
Equipment	$0.00			
Commodities	$0.00			
Indirect Costs	$0.00			
TOTAL	$83,136.80	+$8,000.00	$0.00	$91,136.80

8. Except as hereby modified, all terms and conditions of the sub-grant remain unchanged.

SUB-GRANTEE ACCEPTANCE

9. Typed Name & Title of Authorized Sub-grantee Official: (Mayor/Board President/Director/Commissioner)

Scotty Adam
Hancock County Board of Supervisors President

10. Signature of Authorized Sub-grantee Official & Date:

Attachment: 154AL FY21 Budget Modification Request UNSIGNED (8174 : Approve FY21 Sub-Grantee Budget Modification Request for Sheriff's

Attachment: 154AL FY21 Budget Modification Request UNSIGNED (8174 : Approve FY21 Sub-Grantee Budget Modification Request for Sheriff's

MS Office of Highway Safety
FY21 Modification Request Cost Summary Support Sheet

1. Applicant Agency: Hancock County Sheriff's Office			Page 1 of 1
2. Sub-grant Number: 154AL02021-ST-12-31	**3. Grant ID:** 154AL FY21	**4. Grant Beginning:** October 1, 2020	**5. Grant Ending:** September 30, 2021
6. Activity: 154AL		**7. Requested Modification Effective Date: June 1, 2021**	

8. Category 9. Line Item	**10. Description of item and/or Basis for Valuation**	**11. Budget**		
		Federal	**All Other**	**Total**
Salary & Wages: Original Grant Amount Revised Grant Amount	+$8,000 of Personnel Salary is being requested because the Hancock County Sheriff's Office gave a 3% raise to deputies October 1, 2020. This will enable them to fulfill grant activities as outlined in the grant agreement.	Original grant amount: $83,136.80 Revised Grant Amount: $91,136.80	$0.00	$91,136.80
Fringe: (If Applicable) Original Grant Amount Revised Grant Amount				
Contractual Services: Original Grant Amount Revised Grant Amount				
Travel: Original Grant Amount Revised Grant Amount				
Equipment: Original Grant Amount Revised Grant Amount				
Commodities: Original Grant Amount Revised Grant Amount				
Indirect Costs: Original Grant Amount Revised Grant Amount				
Totals		$91,136.80	$0.00	$91,136.80

Hancock County Sheriff's Office

Sheriff Ricky Adam

8450 Highway 90 Bay St. Louis, MS 39520 (228) 466-6900

May 17, 2021

Tenicia Speech, M.S.
Bureau Director
Mississippi Office of Highway Safety
1025 Northpark Drive
Ridgeland, MS 39157

Grant: 154AL-2021-ST-12-31
Re: FY21 Sub-Grantee Budget Modification Request

Dear Ms. Speech,

Attached, you will find the Hancock County Sheriff's Office FY21 Budget Modification Request. When we submitted our original FY21 Grant Application, we requested $7,534.60 more than what was ultimately awarded by the Mississippi Office of Highway Safety. Combined with a 3% raise received by deputies on October 1, 2020, this leaves the budget at an $8,000.00 deficit to complete grant activities for the FY21 Fiscal Year. While we understand that Grant funding amounts are at the discretion of the Mississippi Office of Highway Safety, we hope that the additional funds will be made available to our agency to carry out grant activities without a gap in service to the Hancock County community. If you have any questions at all, please reach out to me at amarquar@co.hancock.ms.us or call (228) 222-4649. Thank you for your consideration.

Regards,

Amy L. Marquar
Grant Coordinator
Hancock County Sheriff's Office

Attachment: 20210517 - 154AL FY21 Budget Modification Request - signed (8174 : Approve FY21 Sub-Grantee Budget Modification Request for

MS OFFICE OF HIGHWAY SAFETY
FY21 SUB-GRANTEE BUDGET MODIFICATION REQUEST
SIGNATURE SHEET

1. Sub-grantee's Name: Hancock County Sheriff's Office Mailing Address: 8450 Highway 90 Bay St. Louis, MS 39520 Telephone Number: (228) 466-6900 Fax Number: (228) 255-8246 E-Mail: amarquar@co.hancock.ms.us	2. Requested Effective Date: 06/01/2021 3. Sub-grant Number: 154AL-2021-ST-12-31 4. Modification Number: #1 5. Grant Identifier: (Funding Source and Year) 154AL FY21 6. Beginning & Ending: October 1, 2020 – September 30, 2021

7. The above sub-grant is hereby modified as follows:

Budget Category	Current Budget	Change		New Budget
		Federal	State/Local	
Personal Services-Salary	$83,136.80	+$8,000.00	$0.00	$91,136.80
Personal Services-Fringe	$0.00			
Contractual Services	$0.00			
Travel	$0.00			
Equipment	$0.00			
Commodities	$0.00			
Indirect Costs	$0.00			
TOTAL	$83,136.80	+$8,000.00	$0.00	$91,136.80

8. Except as hereby modified, all terms and conditions of the sub-grant remain unchanged.

SUB-GRANTEE ACCEPTANCE

9. Typed Name & Title of Authorized Sub-grantee Official: (Mayor/Board President/Director/Commissioner)

Scotty Adam
Hancock County Board of Supervisors President

10. Signature of Authorized Sub-grantee Official & Date: Scotty Adam 5-17-2021

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: 20210517 - 154AL FY21 Budget Modification Request - signed (8174 : Approve FY21 Sub-Grantee Budget Modification Request for

MS OFFICE OF HIGHWAY SAFETY
FY21 MODIFICATION REQUEST COST SUMMARY SUPPORT SHEET

1. Applicant Agency: Hancock County Sheriff's Office			Page 1 of 1
2. Sub-grant Number: 154AL02021-ST-12-31	**3. Grant ID:** 154AL FY21	**4. Grant Beginning:** October 1, 2020	**5. Grant Ending:** September 30, 2021
6. Activity: 154AL		**7. Requested Modification Effective Date: June 1, 2021**	

8. Category 9. Line Item	10. Description of item and/or Basis for Valuation	11. Budget		
		Federal	**All Other**	**Total**
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Contractual Services: Original Grant Amount Revised Grant Amount				
Travel: Original Grant Amount Revised Grant Amount				
Equipment: Original Grant Amount Revised Grant Amount				
Commodities: Original Grant Amount Revised Grant Amount				
Indirect Costs: Original Grant Amount Revised Grant Amount				
	TOTALS	$91,136.80	$0.00	$91,136.80

Attachment: 20210517 - 154AL FY21 Budget Modification Request - signed (8174 : Approve FY21 Sub-

TIMOTHY A. KELLAR
CHANCERY CLERK - LAND REDEMPTION
854 HWY 90, STE B
BAY ST. LOUIS, MISSISSIPPI 39520

THE FIRST, A NATIONAL BANK ASC
800 HWY 90, BAY ST. LOUIS, MS 39520

CHECK # 30181

85-336
653

VOID AFTER 1 YEAR

CHK DATE	AMOUNT
5/03/2021	$*****8273.59

*****8273 DOLLARS & 59 CENTS

PAY TO THE ORDER OF:

GENERAL COUNTY

00000

NON-NEGOTIABLE
NON-NEGOTIABLE
NON-NEGOTIABLE

⑈00301811⑈ ⑆065303360⑆ ⑈0805007051⑈ ⑈00008273 59⑈

Attachment: 20210505122119 (8127 : Chancery Clerk April Land Redemption Settlement Check)

8.F.1.a

Vendor	Invoice	----Pay To----	Amount	Typ	JNL	CHECK#	BK
DMNDHD	2021043004	CITY OF DIAMONDHEAD	41.31 *	R	A		FB
19 0075	2021043061	CYNTHIA V KNOBLOCK	960.01 *	R	A		FB
19 0204	2021043080	DAVID CRUZ	416.75 *	R	A		FB
19 0211	2021043082	FIRST AFFORDABLE FINAN	243.73 *	R	A		FB
GENC	2021043006	GENERAL COUNTY	8273.59 *	R	A		FB
20	2021043083	GEORGE COUNTY SHERIFFS	135.00 *	R	A		FB
18 0034	2021043024	GJ TAX SALE PROPERTIES	13747.53 *	R	A		FB
18 0003	2021043011	GREENSPRING PROPERTIES	945.02 *	R	A		FB
19 0161	2021043071	GUARDIAN TAX MS LLC	4315.86 *	R	A		FB
CO	2021043003	HANCOCK COUNTY	3641.94 *	R	A		FB
23	2021043084	HANCOCK COUNTY SHERIFF	2590.00 *	R	A		FB
MDAH	2021043007	HANCOCK CTY(FOR DEPT O	196.00 *	R	A		FB
18 0035	2021043025	HARRIS HENRY	1195.89 *	R	A		FB
24	2021043085	HARRISON COUNTY SHERIF	185.00 *	R	A		FB
19 0153	2021043067	HIGH SIERRA TAX SALE P	4894.08 *	R	A		FB
19 0201	2021043078	JALEESA D JACKSON	1548.71 *	R	A		FB
18 0066	2021043034	JAMES BROSSARD	78.74 *	R	A		FB
19 0025	2021043050	JIM BECKHAM	316.60 *	R	A		FB
18 0008	2021043016	KALE FARMS DBA GINA COX	7624.20 *	R	A		FB

Attachment: 20210505122119 (8127 : Chancery Clerk April Land Redemption Settlement Check)

OSARC
OFFICE OF
STATE AID ROAD CONSTRUCTION

RECEIVED
MAY 05 2021

Harry Lee James, P.E.
State Aid Engineer
P. O. Box 1850
Jackson, Mississippi 39215
Phone (601)359-7150

412 Woodrow Wilson Avenue
Jackson, Mississippi 39216
Fax (601)359-7141
www.osarc.ms.gov
mail@osarc.state.ms.us

May 3, 2021
Geoffrey Clemens, P.E.
co County Engineer
Post Office Box 2795
Bay St. Louis, MS 39521

Dear Sir:

RE: **STATE AID PROJECT**
PROJECT NO. **SAP-23(11)M**
HANCOCK COUNTY

In accordance with your request, a final inspection has been made on the captioned project. The construction of this project has been complete, and the construction acceptance date is **April 19, 2021**. If deficiencies are found during the final audit process, we will contact you for additional information or documentation.

We have prepared and enclosed for your convenience the formal acceptance documents which include [two (2) copies of each, a Board Order and a joint letter of Acceptance to the contractor. We are requesting that you present these documents to the Board of Supervisors for official Board action. Upon execution of same, please return to **Evelyn Hollins, Administrative Assistant, Office of State Aid Road Construction, P. O. Box 1850, Jackson, MS 39215-1850,** one (1) copy of each, the Board Order and the joint letter of Acceptance, for the signature of the State Aid Engineer and/or the Executive Director of the Mississippi Department of Transportation.

Sincerely,

Harry Lee James, P. E.
State Aid Engineer

Evelyn Hollins

By: Evelyn Hollins
Administrative Assistant

Enclosure
pc: Hancock County Board of Supervisors
Travelers Casualty & Surety Co. of America
Warren Paving Inc.
MS Procurement Technical Assistance Program
Project File

Attachment: Joint Letter of Acceptance and Order of Board (8161 : Joint Letter of Acceptance for Lower Bay Road.)

ORDER OF THE BOARD OF SUPERVISORS OF **HANCOCK** COUNTY ACCEPTING

THE CONTRACT FOR **STATE AID PROJECT**

PROJECT NO. **SAP-23(11)M**

WHEREAS, the Board of Supervisors of Hancock County, Mississippi awarded a contract to **Warren Paving Inc.**, known as **State Aid Project** Project No. **SAP-23(11)M**,

WHEREAS, the Hancock County Engineer and the State Aid Engineer advise that they consider the construction portion of this contract to have been completed according to all its provisions and recommend that the Contractor be released from further maintenance responsibilities.

NOW, THEREFORE, IT IS HEREBY ORDERED by this Board that the contractor for the project designated above, be released from further maintenance responsibility under the contract, effective **April 19, 2021.**

IT IS FURTHER ORDERED that the President of the Board be and he is hereby authorized to sign, with the State Aid Engineer of the Mississippi Department of Transportation, a joint letter of formal contract acceptance to the Contractor, and that the Clerk of the Board transmit a certified copy of this order to the State Aid Engineer.

_____

President, Board of Supervisors

HANCOCK COUNTY, MISSISSIPPI

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Hancock County, Mississippi, entered into the minutes of said Board of Supervisors, Minute Book No. _____, Page No. _____, same having been adopted at a meeting of said Board of Supervisors on the _____ day of _____, 20 _____.

_____

Clerk of Board of Supervisors

HANCOCK COUNTY, MISSISSIPPI

Attachment: Joint Letter of Acceptance and Order of Board (8161 : Joint Letter of Acceptance for Lower Bay Road.)

OSARC
OFFICE OF
STATE AID ROAD CONSTRUCTION

Harry Lee James, P.E.
State Aid Engineer
P. O. Box 1850
Jackson, Mississippi 39215
Phone (601)359-7150

412 Woodrow Wilson Avenue
Jackson, Mississippi 39216
Fax (601)359-7141
www.osarc.ms.gov
mail@osarc.state.ms.us

May 3, 2021

Warren Paving, Inc.
P. O. Box 572
Hattiesburg, MS 39403

Gentlemen:

RE: **STATE AID PROJECT**
PROJECT NO. **SAP-23(11)M**
HANCOCK COUNTY

This is our formal notice that the above designated contract, including all provisions thereof, is hereby accepted and you are released from further responsibility under this contract effective upon signature of the State Aid Engineer.

Sincerely,

By: _____
President, Board of Supervisors

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

By: _____ _____
Harry Lee James, P. E. State Aid Engineer Date
Office of State Aid Road Construction

HLJ\EH

pc: Hancock County Board of Supervisors
Geoffrey Clemens, P.E., County Engineer
Travelers Casualty & Surety Co. of America
Materials Division, **72-01**
MS Procurement Technical Assistance Program
State Tax Commission
Project File

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Clerk of Board of Supervisors

HANCOCK COUNTY, MISSISSIPPI

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May 3, 2021

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P. O. Box 572
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PROJECT NO. **SAP-23(11)M**
HANCOCK COUNTY

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Sincerely,

By: _____
President, Board of Supervisors

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

By: _____ _____
Harry Lee James, P. E. State Aid Engineer Date
Office of State Aid Road Construction

HLJ\EH

pc: Hancock County Board of Supervisors
Geoffrey Clemens, P.E., County Engineer
Travelers Casualty & Surety Co. of America
Materials Division, **72-01**
MS Procurement Technical Assistance Program
State Tax Commission
Project File

Attachment: Joint Letter of Acceptance and Order of Board (8161 : Joint Letter of Acceptance for Lower Bay Road.)

OSARC
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STATE AID ROAD CONSTRUCTION

RECEIVED
MAY 05 2021

Harry Lee James, P.E.
State Aid Engineer
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Jackson, Mississippi 39215
Phone (601)359-7150

412 Woodrow Wilson Avenue
Jackson, Mississippi 39216
Fax (601)359-7141
www.osarc.ms.gov
mail@osarc.state.ms.us

May 3, 2021
Geoffrey Clemens, P.E.
co County Engineer
Post Office Box 2795
Bay St. Louis, MS 39521

Dear Sir:

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PROJECT NO. **SAP-23(11)M**
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Sincerely,

Harry Lee James, P. E.
State Aid Engineer

Evelyn Hollins

By: Evelyn Hollins
Administrative Assistant

Enclosure
pc: Hancock County Board of Supervisors
Travelers Casualty & Surety Co. of America
Warren Paving Inc.
MS Procurement Technical Assistance Program
Project File

Attachment: 20210517 - Joint Letter of Acceptance and Order of Board (8161 : Joint Letter of Acceptance for Lower Bay Road.)

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President, Board of Supervisors

HANCOCK COUNTY, MISSISSIPPI

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Timothy A. Kellar
Chancery Clerk
By: Valerie Lott DC

Clerk of Board of Supervisors

HANCOCK COUNTY, MISSISSIPPI

Attachment: 20210517 - Joint Letter of Acceptance and Order of Board (8161 : Joint Letter of Acceptance for Lower Bay Road.)

OSARC
OFFICE OF
STATE AID ROAD CONSTRUCTION

Harry Lee James, P.E.
State Aid Engineer
P. O. Box 1850
Jackson, Mississippi 39215
Phone (601)359-7150

412 Woodrow Wilson Avenue
Jackson, Mississippi 39216
Fax (601)359-7141
www.osarc.ms.gov
mail@osarc.state.ms.us

May 3, 2021

Warren Paving, Inc.
P. O. Box 572
Hattiesburg, MS 39403

Gentlemen:

RE: **STATE AID PROJECT**
PROJECT NO. **SAP-23(11)M**
HANCOCK COUNTY

This is our formal notice that the above designated contract, including all provisions thereof, is hereby accepted and you are released from further responsibility under this contract effective upon signature of the State Aid Engineer.

Sincerely,

By: _____
President, Board of Supervisors

BOARD OF SUPERVISORS
HANCOCK COUNTY, MS

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

By: _____ _____
Harry Lee James, P. E. State Aid Engineer — Date
Office of State Aid Road Construction

HLJ\EH

pc: Hancock County Board of Supervisors
Geoffrey Clemens, P.E., County Engineer
Travelers Casualty & Surety Co. of America
Materials Division, **72-01**
MS Procurement Technical Assistance Program
State Tax Commission
Project File

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BOARD OF SUPERVISORS HANCOCK COUNTY, MS

President, Board of Supervisors

HANCOCK COUNTY, MISSISSIPPI

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CHANCERY CLERK HANCOCK COUNTY, MS

Timothy A. Kellar
Chancery Clerk
By: Valerie Hall DC
Clerk of Board of Supervisors

HANCOCK COUNTY, MISSISSIPPI

Attachment: 20210517 - Joint Letter of Acceptance and Order of Board (8161 : Joint Letter of Acceptance for Lower Bay Road.)

OSARC
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STATE AID ROAD CONSTRUCTION

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May 3, 2021

Warren Paving, Inc.
P. O. Box 572
Hattiesburg, MS 39403

Gentlemen:

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PROJECT NO. **SAP-23(11)M**
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Sincerely,

By: _____
President, Board of Supervisors

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

By: _____ _____
Harry Lee James, P. E. State Aid Engineer Date
Office of State Aid Road Construction

HLJ\EH

pc: Hancock County Board of Supervisors
Geoffrey Clemens, P.E., County Engineer
Travelers Casualty & Surety Co. of America
Materials Division, **72-01**
MS Procurement Technical Assistance Program
State Tax Commission
Project File

Attachment: 20210517 - Joint Letter of Acceptance and Order of Board (8161 : Joint Letter of Acceptance for Lower Bay Road.)

Michael Watson
SECRETARY OF STATE

RECEIVED
MAY 04 2021
LE-Bil

May 3, 2021

Lisa D. Morrison, RPG
Senior Geologist
Compton Engineering, Inc.
156 Nixon Street
Biloxi, MS 39530

Re: Public Trust Tidelands Lease
Hancock County Board of Supervisors
(Bridge Replacement on Bayou LaCroix Road, Bridge No. 46 Over Bayou Marone, Bay St. Louis, Mississippi)

Dear Ms. Morrison:

Enclosed please find the proposed rent exempt Lease to the Hancock County Board of Supervisors for the area of Public Trust Tidelands and submerged lands supporting the Bayou LaCroix Road Bridge Replacement Project. Many of the provisions of the lease are standard or required by statute; other terms are particular to the Hancock County Board of Supervisors use. The lease term is 40 years beginning May 1, 2021, with an option to renew for an additional 25 years.

Please have the appropriate Hancock County Board of Supervisors representative execute the document and return it to our Biloxi office. Our office will forward to Jackson for signatures and submit document for recording.

Thank you for your courtesy and cooperation throughout this process. Should you have any questions, please contact me.

Sincerely,

Raymond D. Carter

RAYMOND D. CARTER
Assistant Secretary of State
for the Gulf Coast

\tpb

Enclosure

T-02767 (DMR #20-000310)

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

DO NOT WRITE ABOVE THIS SPACE

Document Prepared by	Return Original Document to
Office of the Secretary of State Raymond D. Carter Assistant Secretary of State for the Gulf Coast 1141 Bayview Avenue Suite 120 Biloxi, MS 39530 (228) 432-0541 ___ Not a Mississippi Attorney _X_ Mississippi Attorney Bar No. 8444	Office of the Secretary of State 1141 Bayview Avenue Suite 120 Biloxi, MS 39530 (228) 432-0541 ***If left blank, original document will be returned to document preparer.***

PUBLIC TRUST TIDELANDS LEASE

HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road, Bridge No. 46 Over Bayou Marone, Bay St. Louis, Mississippi)

Lessor	Lessee
State of Mississippi c/o Secretary of State Public Lands Division Post Office Box 136 Jackson, Mississippi 39205-0136 (601) 359-1350	**Hancock County, Mississippi** c/o President Hancock County Board of Supervisors 854 Hwy. 90, Suite A Bay St. Louis, Mississippi 39521 (228) 467-0172

Indexing Instructions

Section 13, Township 8 South, Range 15 West, Bay St. Louis, Hancock County, Mississippi.

This document contains 19 pages with the cover page(s) included as an integral part of the document.
If there is not enough space for all required information on this page, continue to the next page.

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road, Bridge No. 46 Over Bayou Marone, Bay St. Louis, Mississippi)

THIS AGREEMENT is made and entered into this the 1st day of May 2021, by and between:

THE STATE OF MISSISSIPPI, by and through the
Secretary of State
Public Lands Division
125 S. Congress Street
Suite 1600
Jackson, Mississippi 39201
Telephone: (601) 359-1350

with approval of the Governor "LESSOR"

And

HANCOCK COUNTY, by and through the
Hancock County Board of Supervisors
c/o Board President
854 Highway 90, Suite A
Bay St. Louis, Mississippi 39521
Telephone: (228) 467-0172 "LESSEE"

WITNESSETH:

THAT FOR THE TERM and in consideration of the rentals hereinafter set forth, and covenants, conditions, and obligations to be observed and performed by LESSEE, LESSOR does hereby lease and rent unto LESSEE, pursuant to the authority of MISS. CODE ANN. § 29-1-107 (1972) as amended, the following described fast lands, submerged lands or tidelands, hereinafter referred to as LEASE PREMISES, to-wit:

The submerged lands and tidelands located within the Public Trust Tidelands between the mean high water lines at the banks of Bayou Marone at Bayou LaCroix Road, containing 2,084 square feet, (0.04784 acres) more or less, located in Section 13, Township 8 South, Range 15 West, within the City of Bay St. Louis, Hancock County, Mississippi, and further described in Exhibit "1" (Legal Description) and depicted in Exhibit "2" (Survey Dated March 2, 2021, prepared by Paul D. Pitts, Jr., PS, of Compton Engineering, Inc.) and depicted on "Exhibit 3" (Bridge Layout Plan of Lease Area), provided by LESSEE and incorporated as a part of this LEASE.

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

1. TERM.

1.1 The primary term of this lease shall be for forty (40) years, beginning on the 1st day of May 2021, and terminating on the 30th day of April 2061.

1.2 If at the expiration of the primary term, LESSEE has faithfully complied with all terms, covenants, conditions, and obligations of this lease, then LESSEE shall have the option to extend this lease for an additional twenty-five (25) years subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE.

1.3 If at the expiration of the secondary term, LESSEE has faithfully complied with all terms, covenants, conditions, and obligations of the LEASE as renewed, then LESSEE shall have the prior right, exclusive of all other persons to re-lease LEASE PREMISES subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE.

1.4 It is expressly agreed and understood that during the secondary term of this LEASE and during the term of any future leases entered pursuant to Paragraph 1.3, LESSEE shall fully comply with all laws of the State of Mississippi governing the leasing of submerged lands and tidelands in effect at the time of renewal or re-leasing.

2. USE OF LEASE PREMISES

2.1 It is specifically agreed that LESSEE will use LEASE PREMISES only for installation of a new bridge in an area of approximately 2,084 square feet, (0.04784 acres) more or less of submerged lands or tidelands, to provide a safe bridge over the waters of the State of Mississippi for residents of Hancock County, an activity which serves a higher public purpose of assisting in transportation and public safety and the protection of the natural state of the surrounding and remaining tidelands and submerged lands ("USE"). It is expressly agreed that any other activity shall be excluded from any use of LEASE PREMISES.

2.2 If LESSEE fails to make use of the property for the USE defined in Paragraph 2.1, above, for a period of ninety (90) consecutive days, then this lease may be terminated or canceled by LESSOR upon thirty (30) days' notice.

3. CONSIDERATION.

3.1 The parties hereto agree that LEASE PREMISES contains approximately 2,084 square feet, (0.04784 acres), more or less, of submerged lands or tidelands. Because LEASE PREMISES shall be used to provide a safe bridge over the waters of the State of Mississippi for residents of Hancock County, an activity which serves a higher public purpose of assisting in transportation and public safety and the protection of the natural state of the surrounding and remaining tidelands and submerged lands. LEASE PREMISES shall be exempt from any use or rental fees pursuant to MISS. CODE ANN. §29-15-13 (1972) as amended.

4. TAXES, SURVEY COSTS, RECORDING FEES.

4.1 LESSEE covenants and agrees to pay any and all general taxes and special

assessments, if ever any there be, applicable to the above-described property and LESSEE'S interest therein and improvements thereon; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this LEASE or any other fees directly incurred by the LESSOR in administering or enforcing this LEASE or so determined by applicable law.

5. TRANSFERABILITY OF LEASE.

5.1 LESSEE shall NOT sublease, assign, or transfer LEASE PREMISES without the prior written permission of the SECRETARY OF STATE or his successor.

6. PUBLIC ACCESS ASSURED.

6.1 LESSEE covenants to maintain free public access to LEASE PREMISES during the term of the lease.

7. DEFAULT.

7.1 The parties herein expressly agree that in the event of any default under this LEASE which can be cured solely by the payment of a liquidated sum or money, then it shall be lawful for LESSOR, either with or without process of law, to enter and repossess LEASE PREMISES if such default is not cured by LESSEE within thirty (30) days after written notice to LESSEE. If LESSOR elects the remedy of re-entry and repossession, then LESSEE agrees to surrender peaceably possession of LEASE PREMISES to LESSOR in the manner provided in Paragraphs 22.4 and 22.5.

7.2 LESSEE'S default under any provisions of this LEASE which cannot be cured solely by the payment of a liquidated sum of money as provided in Paragraph 7.1, shall result at the option of LESSOR in the cancellation of this LEASE after thirty (30) days written notice of default to LESSEE if such default is not cured by LESSEE within said thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent, good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time beyond one hundred and eighty (180) days shall only be granted upon mutual written agreement of LESSOR and LESSEE.

7.3 As to all other conditions, covenants, and obligations imposed on LESSEE under this LEASE not subject to Paragraph 7.1 or 7.2, enforcement shall be by proceeding at law or in equity to restrain violation and to recover damages, if any, and including reasonable expenses of litigation and reasonable attorney fees as may be awarded by the court. Such enforcement by proceedings at law or in equity may be instituted after thirty (30) days written notice to LESSEE if the default or violation has not been cured within that thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time of more than one hundred and eighty (180) days shall only be granted upon mutual written agreement of LESSOR and LESSEE.

8. IMPROVEMENTS AND MAINTENANCE.

8.1 LESSOR acknowledges that LESSEE shall own all improvements constructed by LESSEE on LEASE PREMISES as provided in Paragraph 8.2.

8.2 LESSEE covenants to construct, operate, and maintain the improvements on LEASE PREMISES shown on Exhibit "3." No alteration or addition to the improvements shown in said Exhibits shall be constructed, placed, or assembled and maintained on LEASE PREMISES until LESSOR has first approved in writing such alteration or addition. LESSOR and LESSEE will execute an addendum to this LEASE incorporating any approved changes to the Exhibits. Such modifications must (a) be consistent with USES allowed under this LEASE, (b) not violate any local, state, or federal law or regulation, (c) be approved by all necessary permitting authorities, and (d) not be inconsistent with or prohibited by any term or provision of this LEASE.

8.3 LESSEE agrees to provide LESSOR with a complete description of any such improvements, modification, or additions as built.

8.4 All improvements, modifications, or additions to improvements on LEASE PREMISES shall be constructed in a workmanlike manner and shall be operated and maintained at LESSEE'S expense. LESSEE shall maintain LEASE PREMISES and all improvements thereon in a good state of repair and in a clean, orderly, and attractive condition with due regard to public health and safety.

8.5 LESSEE shall diligently prosecute construction of improvements to completion, to the end that such improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

9. COMPLIANCE WITH APPLICABLE LAWS AND RESTRICTIONS ON USE.

9.1 LESSEE shall comply with any and all applicable federal, state, county or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits (collectively "RESTRICTIONS"). If LESSEE is charged with a violation of such RESTRICTIONS and the violations complained of do not pose an immediate threat to the public health or safety or damage or destruction to or waste of LEASE PREMISES, then LESSEE shall have the right to contest a complaint of violation of such RESTRICTIONS in the manner provided by law, without such contest constituting a default under this LEASE. However, nothing herein shall be deemed or construed to prohibit or limit LESSOR'S right to take any action available in equity or law to protect LEASE PREMISES and adjoining State property from damage, waste, or destruction.

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

9.2 Subject to Paragraph 13, LESSEE shall indemnify and hold harmless LESSOR from any liability, claims or damages arising as a result of a breach of the covenants of Paragraph 9.1 and from all costs, expenses and charges arising there from including, without limitation, attorney fees and court costs incurred by LESSEE in connection therewith, which indemnity shall survive the expiration or termination of this LEASE.

9.3 Unless expressly approved by LESSOR, which approval may be withheld by LESSOR in its sole discretion, LESSEE shall not change or attempt any change in zoning, or obtain or apply for a conditional use permit, zoning variance or exception or other similar approval with respect to the use or development of the LEASE PREMISES not expressly allowed under Paragraph 2; and shall not use, develop or attempt to use or develop the LEASE PREMISES or any portion thereof not expressly allowed under Paragraph 2.

9.4 LESSEE shall not under the terms of this LEASE construct any structure of any type on State property adjacent to or adjoining LEASE PREMISES.

9.5 LESSEE shall not use LEASE PREMISES in violation of any state or federal regulation pertaining to coastal wetlands, or this lease shall be subject to termination or cancellation by LESSOR upon thirty (30) days written notice to LESSEE.

9.6 LESSEE shall maintain the LEASE PREMISES at LESSEE'S expense and in a clean, orderly, healthful, and attractive condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health and safety, and subject to inspection by LESSOR or his representative at any time.

9.7 It is expressly agreed by and between the parties that LESSEE will not occupy or use, nor permit to be occupied or used, LEASE PREMISES for any activity deemed hazardous or for any unlawful purposes.

10. NO CLAIM OF TITLE OR INTEREST.

10.1 In accepting this LEASE, LESSEE acknowledges and agrees that LESSEE makes no claim of fee simple title ownership or other interest in and to LEASE PREMISES except for those rights and uses as may be claimed by a leaseholder under this LEASE, and LESSEE further acknowledges that the fee simple title to LEASE PREMISES is vested in LESSOR.

10.2 LESSEE further acknowledges and agrees that he is entitled to no rights to adjoining lands, submerged lands, or tidelands as a result of this lease.

11. CATASTROPHIC DESTRUCTION.

11.1 In the event of catastrophic destruction by natural causes of LESSEE'S improvements on the LEASE PREMISES, LESSEE may terminate this LEASE at its option, provided the LEASE PREMISES are surrendered in a condition at least equal to that at the inception of this LEASE.

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

11.2 LESSOR agrees that it shall interpose no objection should LESSEE decide to rebuild the improvements demolished in such a catastrophe; however, LESSOR reserves the right to terminate the LEASE unless LESSEE notifies LESSOR within three hundred and sixty-five (365) days after the catastrophic destruction of its intent to rebuild, setting forth the schedule for rebuilding and thereafter, with due diligence on schedule, reconstructs the improvements shown on the Project Diagrams, or any alterations or modifications thereof all as described and provided for in Paragraph 8.2 of this LEASE, consistent with the USES and terms set forth in this LEASE. The schedule for rebuilding shall not exceed two (2) years and shall provide for the commencement of construction not more than three hundred, sixty-five (365) days after notice of the intent to rebuild is given.

12. PROTECTION OF LEASE PREMISES.

12.1 Subject to Paragraph 13, LESSEE shall be responsible for any damages that may be caused to LEASE PREMISES by the activities of LESSEE under this lease and shall exercise due diligence in the protection of LEASE PREMISES against damage or waste from any and all causes.

12.2 LESSEE shall not deposit, or allow to be deposited, any refuse, waste or substances regulated under local, state, or federal environmental or health laws on LEASE PREMISES. Nor shall LESSEE make any such deposits on or damage any submerged lands or tidelands or other property belonging to the State of Mississippi adjacent to LEASE PREMISES. Disposition of refuse and waste shall be consistent with local, state, and federal environmental and health laws and regulations. Failure to comply with such laws and regulations shall be deemed a material breach of this LEASE.

13. INDEMNITY AND HOLD HARMLESS.

13.1 LESSEE is covered under The Mississippi Tort Claims Act (Miss. Code Ann. § 11-46-1 et seq.). Accordingly, LESSEE agrees all losses, claims, demands, liabilities, damages, costs, expenses, payments, suits, actions, recoveries, and judgments of every kind arising or caused by the negligent and intentional acts of the LESSEE including, but not limited to, its employees, agents, and contractors and subcontractors resulting from or in any way connected with its use of or its presence on the LEASE PREMISES or that arise out of or are related to its performance under LEASE shall be governed by the Mississippi Tort Claims Act.

14. QUIET AND PEACEFUL POSSESSION.

14.1 LESSEE shall have quiet and peaceful possession of LEASE PREMISES so long as LESSEE complies with the terms and provisions of this LEASE.

15. RIGHT OF ENTRY / INSPECTION RIGHTS.

15.1 LESSOR or its authorized representative shall have the right to enter onto LEASE PREMISES or improvements thereon at any reasonable hour to inspect LEASE PREMISES for purposes of verifying compliance with the terms and provisions of this LEASE.

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

16. LESSOR NOT RESPONSIBLE.

16.1 Subject to Paragraph 13, LESSEE assumes full responsibility for the condition of LEASE PREMISES during the term of this LEASE. LESSOR shall not be liable or responsible for any damages or injuries caused by any vices or defects therein to LESSEE or to any occupant or to anyone in or on LEASE PREMISES who derives his right to be thereon from LESSEE.

17. RELIANCE.

17.1 In executing this Lease, LESSOR is relying on a legal description, survey, and/or site plan depiction (Exhibit "1," Exhibit "2," and Exhibit "3") provided by the LESSEE and, subject to Paragraph 13, LESSEE expressly assumes all responsibility for the correctness thereof.

18. RESERVATION OF MINERAL RIGHTS.

18.1 LESSEE further covenants and agrees that this lease and interest of LESSEE shall not include any mineral, oil or gas, coal, lignite, or other subterranean rights whatsoever.

19. WAIVER NOT A DISCHARGE.

19.1 No failure, or successive failures, on the part of LESSOR to enforce any provisions, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of LESSOR to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

20. NOTICE.

20.1 (a) All notifications required under the terms of this lease shall be made by U.S. mail, return receipt requested, to the parties at the following addresses:

Secretary of State: Public Lands Division

(by U. S. Mail)
Post Office Box 136
Jackson, Mississippi 39205-0136

(by Courier)
401 Mississippi Street
Jackson, Mississippi 39201

Telephone: (601) 359-1350
Facsimile: (601) 359-1461

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

Hancock County
Board of Supervisors: c/o Board President

(by U.S. Mail or Courier)
854 Hwy. 90, Suite A
Bay St. Louis, Mississippi 39521

Telephone: (228) 467-0172

20.1 (b) Notices shall be effective upon receipt by the receiving party. Upon written request, LESSOR and LESSEE agree that they will promptly acknowledge in writing to the other receipt of any notice received pursuant to any provision of this LEASE.

20.2 LESSOR or LESSEE may change the identity of the party designated to receive notices under this LEASE by delivering, in the manner provided in Paragraph 20.1, notification of such change. The notice of change in party designated to receive notice shall clearly state the name, title or office, address for U.S. Mail delivery and address for courier delivery, telephone number and facsimile number of the new party designated to receive notices under this LEASE. Neither LESSOR nor LESSEE shall be entitled to designate, at any one time, more than one party to receive notices under this LEASE. Any such notice of change in the party designated to receive notice under this LEASE shall be effective upon receipt of such notice.

21. LAWS OF MISSISSIPPI TO GOVERN.

21.1 This agreement is to be governed by the laws of the STATE OF MISSISSIPPI, both as to interpretation and performance. Jurisdiction and venue shall be at the election of LESSOR.

22. CANCELLATION OR TERMINATION OF LEASE.

22.1 In the event of the invalidation of any material provision of this LEASE by a final, non-appealable judgment or court order, either LESSOR or LESSEE may cancel this LEASE or LESSOR and LESSEE may renegotiate this LEASE on mutually agreeable terms.

22.2 LESSEE shall be in default if LESSEE should at any time fail to make permitted USES of LEASE PREMISES or abandon LEASE PREMISES for a period of ninety (90) consecutive days, and this LEASE may be canceled by LESSOR after thirty (30) days written notice to LESSEE, provided, LESSOR and LESSEE may, within sixty (60) days from the giving of such notice, negotiate a new lease of LEASE PREMISES on mutually agreeable terms. Any further extension of time under this Paragraph 22.1 shall be granted only upon mutual written agreement of LESSOR and LESSEE.

22.3 If not sooner cancelled or terminated, this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the primary term, or if renewed pursuant to Paragraph 1.2, then this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the secondary term.

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

22.4 Immediately upon the cancellation or termination of this LEASE for any reason, LESSOR shall be entitled to take possession of LEASE PREMISES, custom and usage to the contrary notwithstanding, and LESSEE covenants and agrees immediately and peaceably to quit, deliver up and surrender possession of LEASE PREMISES to LESSOR, provided LESSEE shall promptly remove improvements and restore LEASE PREMISES as provided in Paragraph 22.5.

22.5 LESSEE shall have one hundred and eighty (180) days from the date this LEASE is cancelled or terminated for any reason to remove LESSEE'S improvements, structures, and equipment and to restore LEASE PREMISES to a condition at least equal to that at the inception of this LEASE. If LESSEE declines or fails to remove such improvements, structures and equipment or restore LEASE PREMISES within the time provided, then such improvements, structures and equipment will be deemed forfeited by LESSEE, and may be removed and/or sold by LESSOR. Any costs incurred by LESSOR in the removal of such improvements, structures, and equipment or restoring LEASE PREMISES shall be paid for from the proceeds of sale of such improvements, structures, and equipment. If funds derived from the sale of such improvements, structures and equipment are insufficient to pay such costs, LESSEE shall be liable for such deficiency.

22.6 Subject to Paragraph 13, LESSEE shall be liable for the payment of all reasonable attorney fees, expenses, and costs of LESSOR incurred in the enforcement of this Paragraph 22.

23. MISCELLANEOUS.

23.1 As a condition precedent to the exercise of any USE or right granted to LESSEE under this LEASE, LESSEE covenants and binds itself, its successors, and its assigns to comply faithfully and timely with all the terms and provisions of this LEASE.

23.2 The remedies set forth in this LEASE are not exclusive, and the election of one remedy by LESSOR shall not be deemed or construed as a waiver of any other remedy available to LESSOR. In addition to the remedies provided in this LEASE, LESSOR shall be entitled to whatever remedies it may have otherwise at law or in equity.

23.3 LESSOR and LESSEE agree that they will execute and deliver, at the request of the other, any and all such documents or other written instruments as may be reasonably necessary or appropriate to carry out and effectuate the intent and purpose of this LEASE and the exhibits attached hereto.

23.4 No amendments or additions to LEASE shall be binding unless in writing and signed by all parties.

23.5 All covenants and agreements herein shall bind and inure to the benefit of the parties hereto and to their successors and assigns.

23.6 This instrument constitutes the entire agreement between LESSOR and LESSEE and supersedes all prior understandings, previous negotiations, and any memoranda of understanding with respect to the subject matter hereof.

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

23.7 Each individual executing this LEASE on behalf of LESSEE represents and warrants that he is duly authorized to do so on behalf of said Hancock County Board of Supervisors, and that this LEASE is binding upon said Hancock County Board of Supervisors in accordance with its terms.

24. DEFINITIONS.

24.1 LEASE shall mean that lease agreement by and between the State of Mississippi, by the Secretary of State, with the approval of the Governor, and Hancock County Board of Supervisors, entered and beginning May 1, 2021 for certain submerged lands or tidelands referred to as LEASE PREMISES.

24.2 LEASE PREMISES shall mean The submerged lands and tidelands located within the Public Trust Tidelands between the mean high water lines at the banks of Bayou Marone at Bayou LaCroix Road, containing 2,084 square feet, (0.04784 acres) more or less, located in Section 13, Township 8 South, Range 15 West, within the City of Bay St. Louis, Hancock County, Mississippi, and further described in Exhibit "1" (Legal Description) and depicted in Exhibit "2" (Survey Dated March 2, 2021, prepared by Paul D. Pitts, Jr., PS, of Compton Engineering, Inc.) and depicted on "Exhibit 3" (Bridge Layout Plan of Lease Area), provided by LESSEE and incorporated as a part of this LEASE.

24.3 LESSEE shall mean Hancock County Board of Supervisors.

24.4 LESSOR shall mean the State of Mississippi, acting by and through the Secretary of State with the approval of the Governor.

24.5 RESTRICTIONS shall mean any and all federal, state, county, district or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits applicable to LESSEE'S use of and activities on LEASE PREMISES.

24.6 USE shall have the meaning set forth in Paragraph 2.1 herein.

Remainder of page intentionally left blank; signatures begin next page, 12.

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

IN WITNESS WHEREOF, this LEASE is executed by LESSEE, this the _____ day of _____, 2021.

LESSEE:
HANCOCK COUNTY
BOARD OF SUPERVISORS

By: _____
Print Name: _____
Title: _____

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 2021, within my jurisdiction the within named _____, personally known to me to be the _____ of HANCOCK COUNTY BOARD OF SUPERVISORS, who acknowledged that he/she executed the above and foregoing LEASE AGREEMENT as the act and deed of said Agency, on the date and for the purposes therein stated, being first duly authorized to so do.

_____
NOTARY PUBLIC

My Commission Expires:
_____

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

IN WITNESS WHEREOF, this LEASE is executed by LESSOR, this the _____ day of _____, 2021.

LESSOR:
STATE OF MISSISSIPPI

BY: _____
MICHAEL D. WATSON, JR.
Secretary of State
State of Mississippi

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 2021, within my jurisdiction the within named MICHAEL D. WATSON, JR., personally known to me to be the SECRETARY OF STATE of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said SECRETARY OF STATE for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

_____
NOTARY PUBLIC

My Commission Expires:
_____

APPROVED BY THE GOVERNOR of the State of Mississippi on the _____ day of _____, 2021.

_____
TATE REEVES
Governor

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 2021, within my jurisdiction the within named TATE REEVES, personally known to me to be the GOVERNOR of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said GOVERNOR for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

_____
NOTARY PUBLIC

My Commission Expires:
_____

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road, Bridge No. 46 Over Bayou Marone, Bay St. Louis, Mississippi)

Exhibit "1" (1 page)
(Legal Description of Lease Area Provided by LESSEE)

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

PROPERTY DESCRIPTION

Being a 2,084 square feet tract of land situated in the southwest quarter of the southeast quarter of Section No. 13, Township 8 South, Range 15 West, as shown on survey by Paul D. Pitts, Jr., dated March 2, 2021, whose basis of bearings is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83 (2011 Epoch 2010.00), Geoid 18, grid values, using a scale factor of 0.999993295 and a convergence angle of (Neg.) 00 degrees 18 minutes 40.71 seconds determined specifically for this project using GPS methods from a static base station located at N300,836.3430, E828,874.6280 obtained from a USM Network, and being more particularly described as follows:

Beginning at the southern most corner of the proposed concrete bridge having Mississippi State Plane Coordinates N306,611.5218, E789,731.9548, said point being West 548.48 feet and North 273.01 from the southeast corner of the southwest quarter of the southeast quarter of said Section 13; Thence, along the edge of a proposed concrete bridge, South 52 degrees 46 minutes 34 seconds West a distance of 213.78 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, North 22 degrees 25 minutes 56 seconds West a distance of 30.50 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, North 67 degrees 34 minutes 04 seconds East a distance of 68.31 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, South 22 degrees 25 minutes 56 seconds East a distance of 30.50 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, South 67 degrees 34 minutes 04 seconds West a distance of 68.31 feet, to the Point of Beginning and containing 2,084 square feet of land.

(A plat of even survey date herewith accompanies this description.)

The undersigned, Professional Licensed Surveyor, hereby certifies that the foregoing description and accompanying survey was made on the ground under my direct supervision and meets or exceeds the requirements of the Standards of Practice for Surveyors in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.

3/2/2021

Paul D. Pitts, Jr.

MS PLS No. 3069

PAUL D. PITTS, JR. LICENSED PROFESSIONAL Surveyor 3069 STATE of MISSISSIPPI

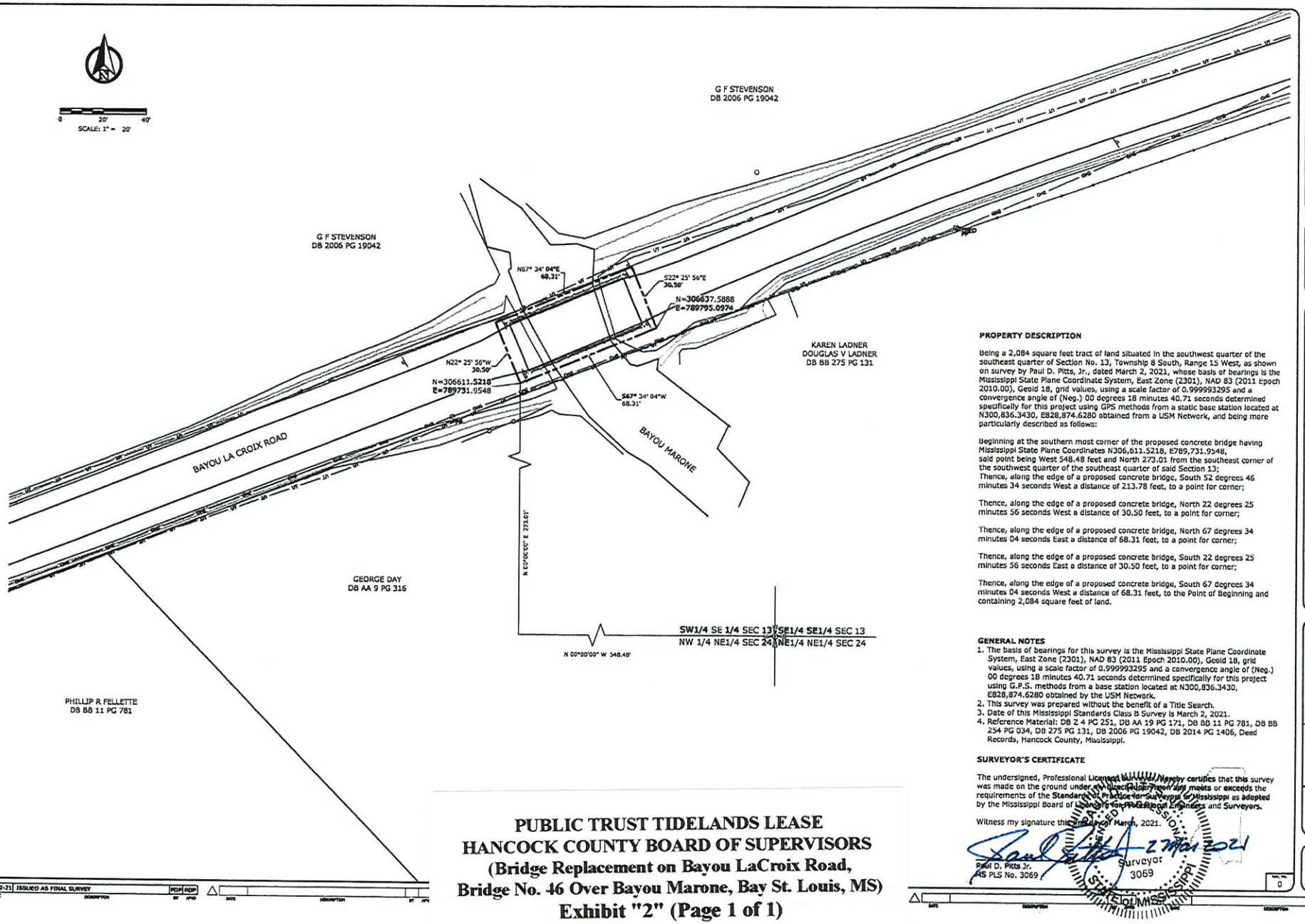
PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road, Bridge No. 46 Over Bayou Marone, Bay St. Louis, MS)
Exhibit "1" (Page 1 of 1)

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road, Bridge No. 46 Over Bayou Marone, Bay St. Louis, Mississippi)

Exhibit "2" (1 page)
(Survey Dated March 2, 2021, prepared by Paul D. Pitts, Jr., PS, of Compton Engineering, Inc., of Lease Area Provided by LESSEE)

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)



PROPERTY DESCRIPTION

Being a 2,084 square feet tract of land situated in the southwest quarter of the southeast quarter of Section No. 13, Township 8 South, Range 15 West, as shown on survey by Paul D. Pitts, Jr., dated March 2, 2021, whose basis of bearings is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83 (2011 Epoch 2010.00), Geoid 18, grid values, using a scale factor of 0.999993295 and a convergence angle of (Neg.) 00 degrees 18 minutes 40.71 seconds determined specifically for this project using GPS methods from a static base station located at N300,836.3430, E828,874.6280 obtained from a USM Network, and being more particularly described as follows:

Beginning at the southern most corner of the proposed concrete bridge having Mississippi State Plane Coordinates N306,611.5218, E789,731.9548, said point being West 548.48 feet and North 273.01 from the southeast corner of the southwest quarter of the southeast quarter of said Section 13;
Thence, along the edge of a proposed concrete bridge, South 52 degrees 46 minutes 34 seconds West a distance of 213.78 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, North 22 degrees 25 minutes 56 seconds West a distance of 30.50 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, North 67 degrees 34 minutes 04 seconds East a distance of 68.31 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, South 22 degrees 25 minutes 56 seconds East a distance of 30.50 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, South 67 degrees 34 minutes 04 seconds West a distance of 68.31 feet, to the Point of Beginning and containing 2,084 square feet of land.

GENERAL NOTES

1. The basis of bearings for this survey is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83 (2011 Epoch 2010.00), Geoid 18, grid values, using a scale factor of 0.999993295 and a convergence angle of (Neg.) 00 degrees 18 minutes 40.71 seconds determined specifically for this project using G.P.S. methods from a base station located at N300,836.3430, E828,874.6280 obtained by the USM Network.
2. This survey was prepared without the benefit of a Title Search.
3. Date of this Mississippi Standards Class B Survey is March 2, 2021.
4. Reference Material: DB Z 4 PG 251, DB AA 19 PG 171, DB BB 11 PG 781, DB BB 254 PG 034, DB 275 PG 131, DB 2006 PG 19042, DB 2014 PG 1406, Deed Records, Hancock County, Mississippi.

SURVEYOR'S CERTIFICATE

The undersigned, Professional Licensed Surveyor, hereby certifies that this survey was made on the ground under my direct supervision and meets or exceeds the requirements of the Standards of Practice for Surveying in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.

Witness my signature this 2nd day of March, 2021.

Paul D. Pitts Jr.
MS PLS No. 3069

2 Mar 2021

LICENSED PROFESSIONAL LAND SURVEYOR
Paul D. Pitts Jr.
Surveyor
3069
STATE OF MISSISSIPPI

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road, Bridge No. 46 Over Bayou Marone, Bay St. Louis, MS)
Exhibit "2" (Page 1 of 1)

NO.	DATE	DESCRIPTION	BY	APVD
0	03-02-21	ISSUED AS FINAL SURVEY	PDP	PDP

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

TIDELANDS LEASE SURVEY

SCALE: 1" = 20'
JOB NO.: 220-076.005
DATE: MARCH 2021
DRWG. BY: PDP
CHK.: PDP
APVD.:

SHEET OF

Packet Pg. 249

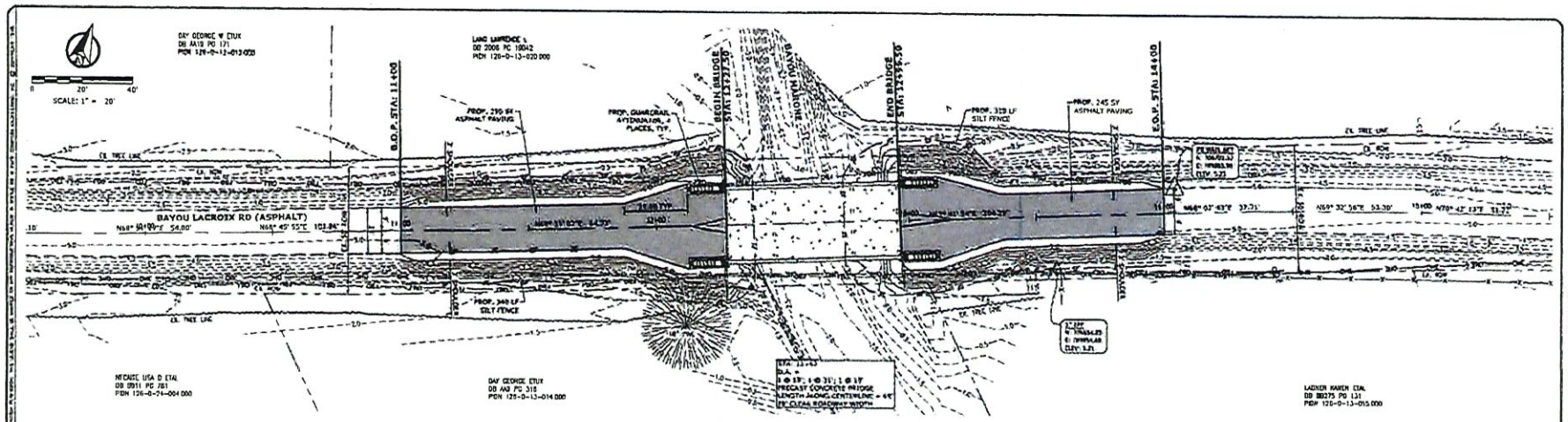
8.G.2.a

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)

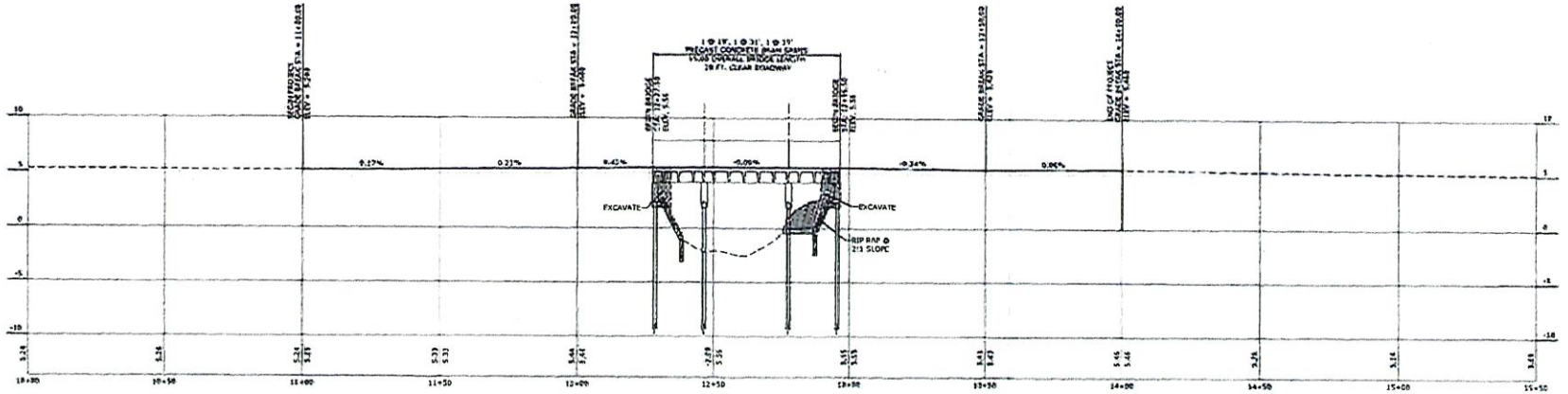
PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road, Bridge No. 46 Over Bayou Marone, Bay St. Louis, Mississippi)

Exhibit "3" (1 page)
(Bridge Layout Plan of Lease Area Provided by LESSEE)

Attachment: Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou LaCroix Road.)



1 C1.4 PROPOSED SITE PLAN
SCALE: 1" = 20'



2 C1.4 PROPOSED PROFILE
SCALE: H: 1" = 20' V: 1" = 5'

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road,
Bridge No. 46 Over Bayou Marone, Bay St. Louis, MS)
Exhibit "3" (Page 1 of 1)

COMPTON ENGINEERING, INC.
Engineering, Surveying, and Environmental Services
3035 Longfellow Drive
Bay St. Louis, Mississippi 39520
Phone: (228) 467-2770 Fax: (228) 467-2220
E-mail: bsl@comptonengineering.com

HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY, MISSISSIPPI

REPLACEMENT OF BRIDGE #46 ON BAYOU LACROIX RD
BRIDGE LAYOUT PLAN

SCALE: AS NOTED
JOB NO.: 220-076.00S
DESIGN: J. STURGILL
DRAFT: J. STURGILL
CHK: T. PARKER
APP'D:

C1.4

S:\P-PROJECTS\2020\220-076 - HCBOS - Task Orders\220-076 00S - HCBOS - Bridge No. 46 Bayou Marone on Bayou LaCroix Road\Design\Current Design\Concept-Design\C1.4.dwg, C1.4, 9/21/2020 10:57:44 AM, sturgill

Michael Watson
SECRETARY OF STATE

RECEIVED
MAY 04 2021

May 3, 2021

Lisa D. Morrison, RPG
Senior Geologist
Compton Engineering, Inc.
156 Nixon Street
Biloxi, MS 39530

Re: Public Trust Tidelands Lease
Hancock County Board of Supervisors
(Bridge Replacement on Bayou LaCroix Road, Bridge No. 46 Over Bayou Marone, Bay St. Louis, Mississippi)

Dear Ms. Morrison:

Enclosed please find the proposed rent exempt Lease to the Hancock County Board of Supervisors for the area of Public Trust Tidelands and submerged lands supporting the Bayou LaCroix Road Bridge Replacement Project. Many of the provisions of the lease are standard or required by statute; other terms are particular to the Hancock County Board of Supervisors use. The lease term is 40 years beginning May 1, 2021, with an option to renew for an additional 25 years.

Please have the appropriate Hancock County Board of Supervisors representative execute the document and return it to our Biloxi office. Our office will forward to Jackson for signatures and submit document for recording.

Thank you for your courtesy and cooperation throughout this process. Should you have any questions, please contact me.

Sincerely,

Raymond D. Carter

RAYMOND D. CARTER
Assistant Secretary of State
for the Gulf Coast

\tpb

Enclosure

T-02767 (DMR #20-000310)

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

DO NOT WRITE ABOVE THIS SPACE

Document Prepared by	Return Original Document to
Office of the Secretary of State Raymond D. Carter Assistant Secretary of State for the Gulf Coast 1141 Bayview Avenue Suite 120 Biloxi, MS 39530 (228) 432-0541 ___ Not a Mississippi Attorney _X_ Mississippi Attorney Bar No. 8444	Office of the Secretary of State 1141 Bayview Avenue Suite 120 Biloxi, MS 39530 (228) 432-0541 ***If left blank, original document will be returned to document preparer.***

PUBLIC TRUST TIDELANDS LEASE

HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road, Bridge No. 46 Over Bayou Marone, Bay St. Louis, Mississippi)

Lessor	Lessee
State of Mississippi c/o Secretary of State Public Lands Division Post Office Box 136 Jackson, Mississippi 39205-0136 (601) 359-1350	**Hancock County, Mississippi** c/o President Hancock County Board of Supervisors 854 Hwy. 90, Suite A Bay St. Louis, Mississippi 39521 (228) 467-0172

Indexing Instructions

Section 13, Township 8 South, Range 15 West, Bay St. Louis, Hancock County, Mississippi.

This document contains 19 pages with the cover page(s) included as an integral part of the document.
If there is not enough space for all required information on this page, continue to the next page.

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road, Bridge No. 46 Over Bayou Marone, Bay St. Louis, Mississippi)

THIS AGREEMENT is made and entered into this the 1st day of May 2021, by and between:

THE STATE OF MISSISSIPPI, by and through the
Secretary of State
Public Lands Division
125 S. Congress Street
Suite 1600
Jackson, Mississippi 39201
Telephone: (601) 359-1350

with approval of the Governor "LESSOR"

And

HANCOCK COUNTY, by and through the
Hancock County Board of Supervisors
c/o Board President
854 Highway 90, Suite A
Bay St. Louis, Mississippi 39521
Telephone: (228) 467-0172 "LESSEE"

WITNESSETH:

THAT FOR THE TERM and in consideration of the rentals hereinafter set forth, and covenants, conditions, and obligations to be observed and performed by LESSEE, LESSOR does hereby lease and rent unto LESSEE, pursuant to the authority of MISS. CODE ANN. § 29-1-107 (1972) as amended, the following described fast lands, submerged lands or tidelands, hereinafter referred to as LEASE PREMISES, to-wit:

The submerged lands and tidelands located within the Public Trust Tidelands between the mean high water lines at the banks of Bayou Marone at Bayou LaCroix Road, containing 2,084 square feet, (0.04784 acres) more or less, located in Section 13, Township 8 South, Range 15 West, within the City of Bay St. Louis, Hancock County, Mississippi, and further described in Exhibit "1" (Legal Description) and depicted in Exhibit "2" (Survey Dated March 2, 2021, prepared by Paul D. Pitts, Jr., PS, of Compton Engineering, Inc.) and depicted on "Exhibit 3" (Bridge Layout Plan of Lease Area), provided by LESSEE and incorporated as a part of this LEASE.

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

1. TERM.

1.1 The primary term of this lease shall be for forty (40) years, beginning on the 1st day of May 2021, and terminating on the 30th day of April 2061.

1.2 If at the expiration of the primary term, LESSEE has faithfully complied with all terms, covenants, conditions, and obligations of this lease, then LESSEE shall have the option to extend this lease for an additional twenty-five (25) years subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE.

1.3 If at the expiration of the secondary term, LESSEE has faithfully complied with all terms, covenants, conditions, and obligations of the LEASE as renewed, then LESSEE shall have the prior right, exclusive of all other persons to re-lease LEASE PREMISES subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE.

1.4 It is expressly agreed and understood that during the secondary term of this LEASE and during the term of any future leases entered pursuant to Paragraph 1.3, LESSEE shall fully comply with all laws of the State of Mississippi governing the leasing of submerged lands and tidelands in effect at the time of renewal or re-leasing.

2. USE OF LEASE PREMISES

2.1 It is specifically agreed that LESSEE will use LEASE PREMISES only for installation of a new bridge in an area of approximately 2,084 square feet, (0.04784 acres) more or less of submerged lands or tidelands, to provide a safe bridge over the waters of the State of Mississippi for residents of Hancock County, an activity which serves a higher public purpose of assisting in transportation and public safety and the protection of the natural state of the surrounding and remaining tidelands and submerged lands ("USE"). It is expressly agreed that any other activity shall be excluded from any use of LEASE PREMISES.

2.2 If LESSEE fails to make use of the property for the USE defined in Paragraph 2.1, above, for a period of ninety (90) consecutive days, then this lease may be terminated or canceled by LESSOR upon thirty (30) days' notice.

3. CONSIDERATION.

3.1 The parties hereto agree that LEASE PREMISES contains approximately 2,084 square feet, (0.04784 acres), more or less, of submerged lands or tidelands. Because LEASE PREMISES shall be used to provide a safe bridge over the waters of the State of Mississippi for residents of Hancock County, an activity which serves a higher public purpose of assisting in transportation and public safety and the protection of the natural state of the surrounding and remaining tidelands and submerged lands. LEASE PREMISES shall be exempt from any use or rental fees pursuant to MISS. CODE ANN. §29-15-13 (1972) as amended.

4. TAXES, SURVEY COSTS, RECORDING FEES.

4.1 LESSEE covenants and agrees to pay any and all general taxes and special

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

assessments, if ever any there be, applicable to the above-described property and LESSEE'S interest therein and improvements thereon; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this LEASE or any other fees directly incurred by the LESSOR in administering or enforcing this LEASE or so determined by applicable law.

5. TRANSFERABILITY OF LEASE.

5.1 LESSEE shall NOT sublease, assign, or transfer LEASE PREMISES without the prior written permission of the SECRETARY OF STATE or his successor.

6. PUBLIC ACCESS ASSURED.

6.1 LESSEE covenants to maintain free public access to LEASE PREMISES during the term of the lease.

7. DEFAULT.

7.1 The parties herein expressly agree that in the event of any default under this LEASE which can be cured solely by the payment of a liquidated sum or money, then it shall be lawful for LESSOR, either with or without process of law, to enter and repossess LEASE PREMISES if such default is not cured by LESSEE within thirty (30) days after written notice to LESSEE. If LESSOR elects the remedy of re-entry and repossession, then LESSEE agrees to surrender peaceably possession of LEASE PREMISES to LESSOR in the manner provided in Paragraphs 22.4 and 22.5.

7.2 LESSEE'S default under any provisions of this LEASE which cannot be cured solely by the payment of a liquidated sum of money as provided in Paragraph 7.1, shall result at the option of LESSOR in the cancellation of this LEASE after thirty (30) days written notice of default to LESSEE if such default is not cured by LESSEE within said thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent, good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time beyond one hundred and eighty (180) days shall only be granted upon mutual written agreement of LESSOR and LESSEE.

7.3 As to all other conditions, covenants, and obligations imposed on LESSEE under this LEASE not subject to Paragraph 7.1 or 7.2, enforcement shall be by proceeding at law or in equity to restrain violation and to recover damages, if any, and including reasonable expenses of litigation and reasonable attorney fees as may be awarded by the court. Such enforcement by proceedings at law or in equity may be instituted after thirty (30) days written notice to LESSEE if the default or violation has not been cured within that thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time of more than one hundred and eighty (180) days shall only be granted upon mutual written agreement of LESSOR and LESSEE.

8. IMPROVEMENTS AND MAINTENANCE.

8.1 LESSOR acknowledges that LESSEE shall own all improvements constructed by LESSEE on LEASE PREMISES as provided in Paragraph 8.2.

8.2 LESSEE covenants to construct, operate, and maintain the improvements on LEASE PREMISES shown on Exhibit "3." No alteration or addition to the improvements shown in said Exhibits shall be constructed, placed, or assembled and maintained on LEASE PREMISES until LESSOR has first approved in writing such alteration or addition. LESSOR and LESSEE will execute an addendum to this LEASE incorporating any approved changes to the Exhibits. Such modifications must (a) be consistent with USES allowed under this LEASE, (b) not violate any local, state, or federal law or regulation, (c) be approved by all necessary permitting authorities, and (d) not be inconsistent with or prohibited by any term or provision of this LEASE.

8.3 LESSEE agrees to provide LESSOR with a complete description of any such improvements, modification, or additions as built.

8.4 All improvements, modifications, or additions to improvements on LEASE PREMISES shall be constructed in a workmanlike manner and shall be operated and maintained at LESSEE'S expense. LESSEE shall maintain LEASE PREMISES and all improvements thereon in a good state of repair and in a clean, orderly, and attractive condition with due regard to public health and safety.

8.5 LESSEE shall diligently prosecute construction of improvements to completion, to the end that such improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

9. COMPLIANCE WITH APPLICABLE LAWS AND RESTRICTIONS ON USE.

9.1 LESSEE shall comply with any and all applicable federal, state, county or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits (collectively "RESTRICTIONS"). If LESSEE is charged with a violation of such RESTRICTIONS and the violations complained of do not pose an immediate threat to the public health or safety or damage or destruction to or waste of LEASE PREMISES, then LESSEE shall have the right to contest a complaint of violation of such RESTRICTIONS in the manner provided by law, without such contest constituting a default under this LEASE. However, nothing herein shall be deemed or construed to prohibit or limit LESSOR'S right to take any action available in equity or law to protect LEASE PREMISES and adjoining State property from damage, waste, or destruction.

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

9.2 Subject to Paragraph 13, LESSEE shall indemnify and hold harmless LESSOR from any liability, claims or damages arising as a result of a breach of the covenants of Paragraph 9.1 and from all costs, expenses and charges arising there from including, without limitation, attorney fees and court costs incurred by LESSEE in connection therewith, which indemnity shall survive the expiration or termination of this LEASE.

9.3 Unless expressly approved by LESSOR, which approval may be withheld by LESSOR in its sole discretion, LESSEE shall not change or attempt any change in zoning, or obtain or apply for a conditional use permit, zoning variance or exception or other similar approval with respect to the use or development of the LEASE PREMISES not expressly allowed under Paragraph 2; and shall not use, develop or attempt to use or develop the LEASE PREMISES or any portion thereof not expressly allowed under Paragraph 2.

9.4 LESSEE shall not under the terms of this LEASE construct any structure of any type on State property adjacent to or adjoining LEASE PREMISES.

9.5 LESSEE shall not use LEASE PREMISES in violation of any state or federal regulation pertaining to coastal wetlands, or this lease shall be subject to termination or cancellation by LESSOR upon thirty (30) days written notice to LESSEE.

9.6 LESSEE shall maintain the LEASE PREMISES at LESSEE'S expense and in a clean, orderly, healthful, and attractive condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health and safety, and subject to inspection by LESSOR or his representative at any time.

9.7 It is expressly agreed by and between the parties that LESSEE will not occupy or use, nor permit to be occupied or used, LEASE PREMISES for any activity deemed hazardous or for any unlawful purposes.

10. NO CLAIM OF TITLE OR INTEREST.

10.1 In accepting this LEASE, LESSEE acknowledges and agrees that LESSEE makes no claim of fee simple title ownership or other interest in and to LEASE PREMISES except for those rights and uses as may be claimed by a leaseholder under this LEASE, and LESSEE further acknowledges that the fee simple title to LEASE PREMISES is vested in LESSOR.

10.2 LESSEE further acknowledges and agrees that he is entitled to no rights to adjoining lands, submerged lands, or tidelands as a result of this lease.

11. CATASTROPHIC DESTRUCTION.

11.1 In the event of catastrophic destruction by natural causes of LESSEE'S improvements on the LEASE PREMISES, LESSEE may terminate this LEASE at its option, provided the LEASE PREMISES are surrendered in a condition at least equal to that at the inception of this LEASE.

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

11.2 LESSOR agrees that it shall interpose no objection should LESSEE decide to rebuild the improvements demolished in such a catastrophe; however, LESSOR reserves the right to terminate the LEASE unless LESSEE notifies LESSOR within three hundred and sixty-five (365) days after the catastrophic destruction of its intent to rebuild, setting forth the schedule for rebuilding and thereafter, with due diligence on schedule, reconstructs the improvements shown on the Project Diagrams, or any alterations or modifications thereof all as described and provided for in Paragraph 8.2 of this LEASE, consistent with the USES and terms set forth in this LEASE. The schedule for rebuilding shall not exceed two (2) years and shall provide for the commencement of construction not more than three hundred, sixty-five (365) days after notice of the intent to rebuild is given.

12. PROTECTION OF LEASE PREMISES.

12.1 Subject to Paragraph 13, LESSEE shall be responsible for any damages that may be caused to LEASE PREMISES by the activities of LESSEE under this lease and shall exercise due diligence in the protection of LEASE PREMISES against damage or waste from any and all causes.

12.2 LESSEE shall not deposit, or allow to be deposited, any refuse, waste or substances regulated under local, state, or federal environmental or health laws on LEASE PREMISES. Nor shall LESSEE make any such deposits on or damage any submerged lands or tidelands or other property belonging to the State of Mississippi adjacent to LEASE PREMISES. Disposition of refuse and waste shall be consistent with local, state, and federal environmental and health laws and regulations. Failure to comply with such laws and regulations shall be deemed a material breach of this LEASE.

13. INDEMNITY AND HOLD HARMLESS.

13.1 LESSEE is covered under The Mississippi Tort Claims Act (Miss. Code Ann. § 11-46-1 et seq.). Accordingly, LESSEE agrees all losses, claims, demands, liabilities, damages, costs, expenses, payments, suits, actions, recoveries, and judgments of every kind arising or caused by the negligent and intentional acts of the LESSEE including, but not limited to, its employees, agents, and contractors and subcontractors resulting from or in any way connected with its use of or its presence on the LEASE PREMISES or that arise out of or are related to its performance under LEASE shall be governed by the Mississippi Tort Claims Act.

14. QUIET AND PEACEFUL POSSESSION.

14.1 LESSEE shall have quiet and peaceful possession of LEASE PREMISES so long as LESSEE complies with the terms and provisions of this LEASE.

15. RIGHT OF ENTRY / INSPECTION RIGHTS.

15.1 LESSOR or its authorized representative shall have the right to enter onto LEASE PREMISES or improvements thereon at any reasonable hour to inspect LEASE PREMISES for purposes of verifying compliance with the terms and provisions of this LEASE.

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

16. LESSOR NOT RESPONSIBLE.

16.1 Subject to Paragraph 13, LESSEE assumes full responsibility for the condition of LEASE PREMISES during the term of this LEASE. LESSOR shall not be liable or responsible for any damages or injuries caused by any vices or defects therein to LESSEE or to any occupant or to anyone in or on LEASE PREMISES who derives his right to be thereon from LESSEE.

17. RELIANCE.

17.1 In executing this Lease, LESSOR is relying on a legal description, survey, and/or site plan depiction (Exhibit "1," Exhibit "2," and Exhibit "3") provided by the LESSEE and, subject to Paragraph 13, LESSEE expressly assumes all responsibility for the correctness thereof.

18. RESERVATION OF MINERAL RIGHTS.

18.1 LESSEE further covenants and agrees that this lease and interest of LESSEE shall not include any mineral, oil or gas, coal, lignite, or other subterranean rights whatsoever.

19. WAIVER NOT A DISCHARGE.

19.1 No failure, or successive failures, on the part of LESSOR to enforce any provisions, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of LESSOR to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

20. NOTICE.

20.1 (a) All notifications required under the terms of this lease shall be made by U.S. mail, return receipt requested, to the parties at the following addresses:

Secretary of State: Public Lands Division

(by U. S. Mail)
Post Office Box 136
Jackson, Mississippi 39205-0136

(by Courier)
401 Mississippi Street
Jackson, Mississippi 39201

Telephone: (601) 359-1350
Facsimile: (601) 359-1461

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

Hancock County
Board of Supervisors: c/o Board President

(by U.S. Mail or Courier)
854 Hwy. 90, Suite A
Bay St. Louis, Mississippi 39521

Telephone: (228) 467-0172

20.1 (b) Notices shall be effective upon receipt by the receiving party. Upon written request, LESSOR and LESSEE agree that they will promptly acknowledge in writing to the other receipt of any notice received pursuant to any provision of this LEASE.

20.2 LESSOR or LESSEE may change the identity of the party designated to receive notices under this LEASE by delivering, in the manner provided in Paragraph 20.1, notification of such change. The notice of change in party designated to receive notice shall clearly state the name, title or office, address for U.S. Mail delivery and address for courier delivery, telephone number and facsimile number of the new party designated to receive notices under this LEASE. Neither LESSOR nor LESSEE shall be entitled to designate, at any one time, more than one party to receive notices under this LEASE. Any such notice of change in the party designated to receive notice under this LEASE shall be effective upon receipt of such notice.

21. LAWS OF MISSISSIPPI TO GOVERN.

21.1 This agreement is to be governed by the laws of the STATE OF MISSISSIPPI, both as to interpretation and performance. Jurisdiction and venue shall be at the election of LESSOR.

22. CANCELLATION OR TERMINATION OF LEASE.

22.1 In the event of the invalidation of any material provision of this LEASE by a final, non-appealable judgment or court order, either LESSOR or LESSEE may cancel this LEASE or LESSOR and LESSEE may renegotiate this LEASE on mutually agreeable terms.

22.2 LESSEE shall be in default if LESSEE should at any time fail to make permitted USES of LEASE PREMISES or abandon LEASE PREMISES for a period of ninety (90) consecutive days, and this LEASE may be canceled by LESSOR after thirty (30) days written notice to LESSEE, provided, LESSOR and LESSEE may, within sixty (60) days from the giving

of such notice, negotiate a new lease of LEASE PREMISES on mutually agreeable terms. Any further extension of time under this Paragraph 22.1 shall be granted only upon mutual written agreement of LESSOR and LESSEE.

22.3 If not sooner cancelled or terminated, this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the primary term, or if renewed pursuant to Paragraph 1.2, then this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the secondary term.

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

22.4 Immediately upon the cancellation or termination of this LEASE for any reason, LESSOR shall be entitled to take possession of LEASE PREMISES, custom and usage to the contrary notwithstanding, and LESSEE covenants and agrees immediately and peaceably to quit, deliver up and surrender possession of LEASE PREMISES to LESSOR, provided LESSEE shall promptly remove improvements and restore LEASE PREMISES as provided in Paragraph 22.5.

22.5 LESSEE shall have one hundred and eighty (180) days from the date this LEASE is cancelled or terminated for any reason to remove LESSEE'S improvements, structures, and equipment and to restore LEASE PREMISES to a condition at least equal to that at the inception of this LEASE. If LESSEE declines or fails to remove such improvements, structures and equipment or restore LEASE PREMISES within the time provided, then such improvements, structures and equipment will be deemed forfeited by LESSEE, and may be removed and/or sold by LESSOR. Any costs incurred by LESSOR in the removal of such improvements, structures, and equipment or restoring LEASE PREMISES shall be paid for from the proceeds of sale of such improvements, structures, and equipment. If funds derived from the sale of such improvements, structures and equipment are insufficient to pay such costs, LESSEE shall be liable for such deficiency.

22.6 Subject to Paragraph 13, LESSEE shall be liable for the payment of all reasonable attorney fees, expenses, and costs of LESSOR incurred in the enforcement of this Paragraph 22.

23. MISCELLANEOUS.

23.1 As a condition precedent to the exercise of any USE or right granted to LESSEE under this LEASE, LESSEE covenants and binds itself, its successors, and its assigns to comply faithfully and timely with all the terms and provisions of this LEASE.

23.2 The remedies set forth in this LEASE are not exclusive, and the election of one remedy by LESSOR shall not be deemed or construed as a waiver of any other remedy available to LESSOR. In addition to the remedies provided in this LEASE, LESSOR shall be entitled to whatever remedies it may have otherwise at law or in equity.

23.3 LESSOR and LESSEE agree that they will execute and deliver, at the request of the other, any and all such documents or other written instruments as may be reasonably necessary or appropriate to carry out and effectuate the intent and purpose of this LEASE and the exhibits attached hereto.

23.4 No amendments or additions to LEASE shall be binding unless in writing and signed by all parties.

23.5 All covenants and agreements herein shall bind and inure to the benefit of the parties hereto and to their successors and assigns.

23.6 This instrument constitutes the entire agreement between LESSOR and LESSEE and supersedes all prior understandings, previous negotiations, and any memoranda of understanding with respect to the subject matter hereof.

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

23.7 Each individual executing this LEASE on behalf of LESSEE represents and warrants that he is duly authorized to do so on behalf of said Hancock County Board of Supervisors, and that this LEASE is binding upon said Hancock County Board of Supervisors in accordance with its terms.

24. DEFINITIONS.

24.1 LEASE shall mean that lease agreement by and between the State of Mississippi, by the Secretary of State, with the approval of the Governor, and Hancock County Board of Supervisors, entered and beginning May 1, 2021 for certain submerged lands or tidelands referred to as LEASE PREMISES.

24.2 LEASE PREMISES shall mean The submerged lands and tidelands located within the Public Trust Tidelands between the mean high water lines at the banks of Bayou Marone at Bayou LaCroix Road, containing 2,084 square feet, (0.04784 acres) more or less, located in Section 13, Township 8 South, Range 15 West, within the City of Bay St. Louis, Hancock County, Mississippi, and further described in Exhibit "1" (Legal Description) and depicted in Exhibit "2" (Survey Dated March 2, 2021, prepared by Paul D. Pitts, Jr., PS, of Compton Engineering, Inc.) and depicted on "Exhibit 3" (Bridge Layout Plan of Lease Area), provided by LESSEE and incorporated as a part of this LEASE.

24.3 LESSEE shall mean Hancock County Board of Supervisors.

24.4 LESSOR shall mean the State of Mississippi, acting by and through the Secretary of State with the approval of the Governor.

24.5 RESTRICTIONS shall mean any and all federal, state, county, district or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits applicable to LESSEE'S use of and activities on LEASE PREMISES.

24.6 USE shall have the meaning set forth in Paragraph 2.1 herein.

Remainder of page intentionally left blank; signatures begin next page, 12.

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

IN WITNESS WHEREOF, this LEASE is executed by LESSEE, this the 17 day of May, 2021.

LESSEE:
HANCOCK COUNTY
BOARD OF SUPERVISORS

By: Scotty Adam
Print Name: Scotty Adam
Title: Board President

BOARD OF SUPERVISORS HANCOCK COUNTY

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 17 day of May, 2021, within my jurisdiction the within named Scotty Adam, personally known to me to be the Board President of HANCOCK COUNTY BOARD OF SUPERVISORS, who acknowledged that he/she executed the above and foregoing LEASE AGREEMENT as the act and deed of said Agency, on the date and for the purposes therein stated, being first duly authorized to so do.

CHANCERY CLERK HANCOCK COUNTY, MISS.

Timothy A. Kellar
Chancery Clerk
By: Yvonne Ellis DC

NOTARY PUBLIC

My Commission Expires:
My Commission Expires Dec. 31, 2023

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

IN WITNESS WHEREOF, this LEASE is executed by LESSOR, this the _____ day of _____, 2021.

LESSOR:
STATE OF MISSISSIPPI

BY: _____
MICHAEL D. WATSON, JR.
Secretary of State
State of Mississippi

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 2021, within my jurisdiction the within named MICHAEL D. WATSON, JR., personally known to me to be the SECRETARY OF STATE of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said SECRETARY OF STATE for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

_____
NOTARY PUBLIC

My Commission Expires:
_____

APPROVED BY THE GOVERNOR of the State of Mississippi on the _____ day of _____, 2021.

_____
TATE REEVES
Governor

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 2021, within my jurisdiction the within named TATE REEVES, personally known to me to be the GOVERNOR of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said GOVERNOR for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

_____
NOTARY PUBLIC

My Commission Expires:
_____

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road, Bridge No. 46 Over Bayou Marone, Bay St. Louis, Mississippi)

Exhibit "1" (1 page)
(Legal Description of Lease Area Provided by LESSEE)

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

PROPERTY DESCRIPTION

Being a 2,084 square feet tract of land situated in the southwest quarter of the southeast quarter of Section No. 13, Township 8 South, Range 15 West, as shown on survey by Paul D. Pitts, Jr., dated March 2, 2021, whose basis of bearings is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83 (2011 Epoch 2010.00), Geoid 18, grid values, using a scale factor of 0.999993295 and a convergence angle of (Neg.) 00 degrees 18 minutes 40.71 seconds determined specifically for this project using GPS methods from a static base station located at N300,836.3430, E828,874.6280 obtained from a USM Network, and being more particularly described as follows:

Beginning at the southern most corner of the proposed concrete bridge having Mississippi State Plane Coordinates N306,611.5218, E789,731.9548, said point being West 548.48 feet and North 273.01 from the southeast corner of the southwest quarter of the southeast quarter of said Section 13; Thence, along the edge of a proposed concrete bridge, South 52 degrees 46 minutes 34 seconds West a distance of 213.78 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, North 22 degrees 25 minutes 56 seconds West a distance of 30.50 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, North 67 degrees 34 minutes 04 seconds East a distance of 68.31 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, South 22 degrees 25 minutes 56 seconds East a distance of 30.50 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, South 67 degrees 34 minutes 04 seconds West a distance of 68.31 feet, to the Point of Beginning and containing 2,084 square feet of land.

(A plat of even survey date herewith accompanies this description.)

The undersigned, Professional Licensed Surveyor, hereby certifies that the foregoing description and accompanying survey was made on the ground under my direct supervision and meets or exceeds the requirements of the Standards of Practice for Surveyors in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.

PAUL D. PITTS, JR. LICENSED PROFESSIONAL Surveyor 3069 STATE of MISSISSIPPI

Paul D. Pitts, Jr.

MS PLS No. 3069

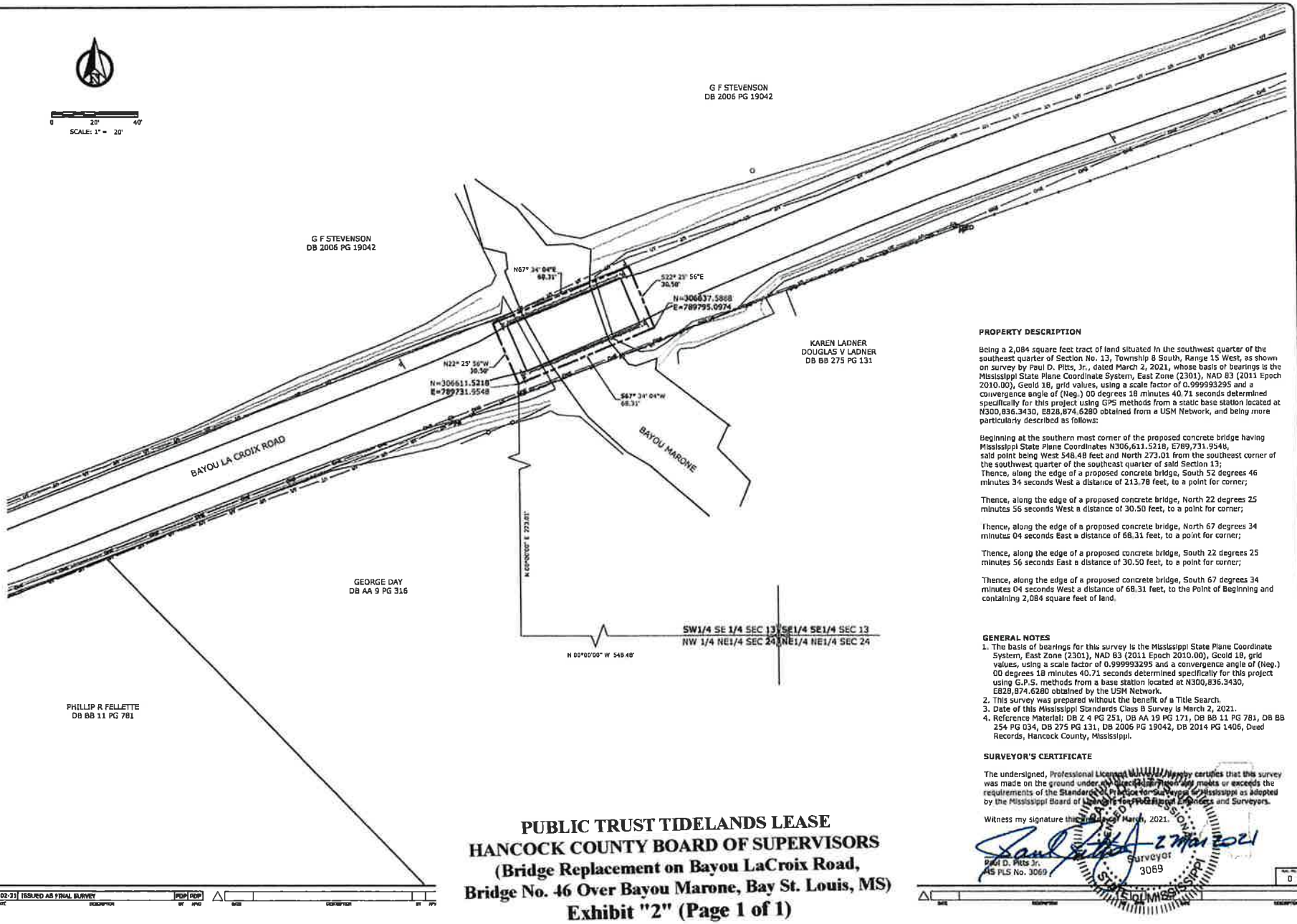
PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road, Bridge No. 46 Over Bayou Marone, Bay St. Louis, MS)
Exhibit "1" (Page 1 of 1)

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road, Bridge No. 46 Over Bayou Marone, Bay St. Louis, Mississippi)

Exhibit "2" (1 page)
(Survey Dated March 2, 2021, prepared by Paul D. Pitts, Jr., PS, of Compton Engineering, Inc., of Lease Area Provided by LESSEE)

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou



PROPERTY DESCRIPTION

Being a 2,084 square feet tract of land situated in the southwest quarter of the southeast quarter of Section No. 13, Township 8 South, Range 15 West, as shown on survey by Paul D. Pitts, Jr., dated March 2, 2021, whose basis of bearings is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83 (2011 Epoch 2010.00), Geoid 18, grid values, using a scale factor of 0.999993295 and a convergence angle of (Neg.) 00 degrees 18 minutes 40.71 seconds determined specifically for this project using GPS methods from a static base station located at N300,836.3430, E828,874.6280 obtained from a USM Network, and being more particularly described as follows:

Beginning at the southern most corner of the proposed concrete bridge having Mississippi State Plane Coordinates N306,611.5218, E789,731.9548, said point being West 548.48 feet and North 273.01 from the southeast corner of the southwest quarter of the southeast quarter of said Section 13;
Thence, along the edge of a proposed concrete bridge, South 52 degrees 46 minutes 34 seconds West a distance of 213.78 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, North 22 degrees 25 minutes 56 seconds West a distance of 30.50 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, North 67 degrees 34 minutes 04 seconds East a distance of 68.31 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, South 22 degrees 25 minutes 56 seconds East a distance of 30.50 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, South 67 degrees 34 minutes 04 seconds West a distance of 68.31 feet, to the Point of Beginning and containing 2,084 square feet of land.

GENERAL NOTES

1. The basis of bearings for this survey is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83 (2011 Epoch 2010.00), Geoid 18, grid values, using a scale factor of 0.999993295 and a convergence angle of (Neg.) 00 degrees 18 minutes 40.71 seconds determined specifically for this project using G.P.S. methods from a base station located at N300,836.3430, E828,874.6280 obtained by the USM Network.
2. This survey was prepared without the benefit of a Title Search.
3. Date of this Mississippi Standards Class B Survey is March 2, 2021.
4. Reference Material: DB Z 4 PG 251, DB AA 19 PG 171, DB BB 11 PG 781, DB BB 254 PG 034, DB 275 PG 131, DB 2006 PG 19042, DB 2014 PG 1406, Deed Records, Hancock County, Mississippi.

SURVEYOR'S CERTIFICATE

The undersigned, Professional Licensed Surveyor, hereby certifies that this survey was made on the ground under my direction and meets or exceeds the requirements of the Standards of Practice for Surveying in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.

Witness my signature this 2nd day of March, 2021.

Paul D. Pitts Jr.
MS PLS No. 3069

2 Mar 2021

STATE OF MISSISSIPPI
PAUL D. PITTS JR.
Surveyor
3069

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road,
Bridge No. 46 Over Bayou Marone, Bay St. Louis, MS)
Exhibit "2" (Page 1 of 1)

DATE	DESCRIPTION	BY	APV
03-02-21	ISSUED AS FINAL SURVEY	PDP	PDP

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

TIDELANDS LEASE SURVEY

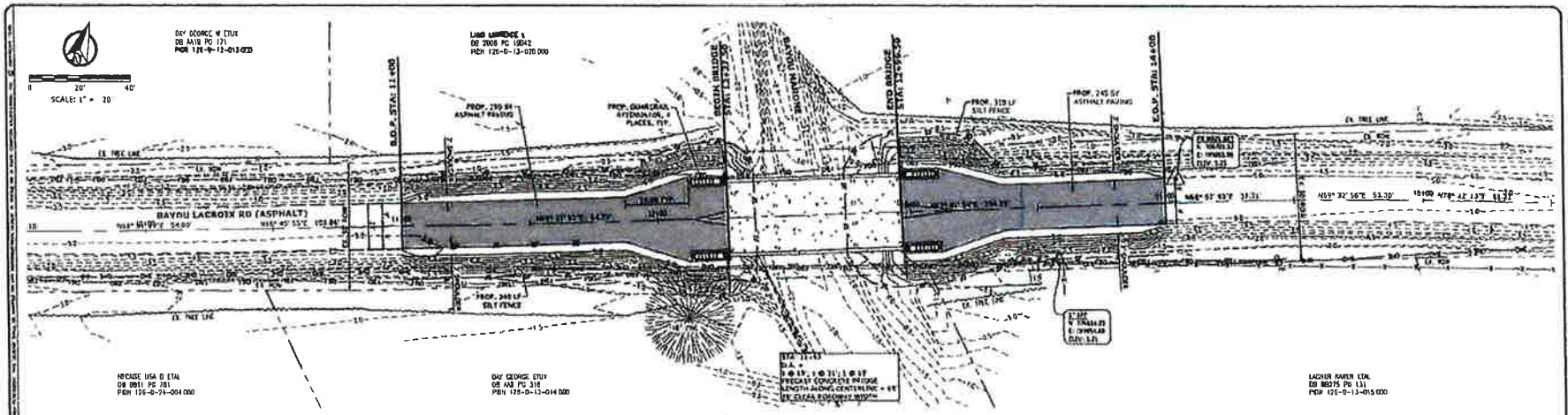
SCALE:	1" = 20'
JOB NO.:	220-076.005
DATE:	MARCH 2021
DSGN.:	PDP
DWG. BY:	PDP
CHK.:	PDP
APVD.:	

SHEET 01

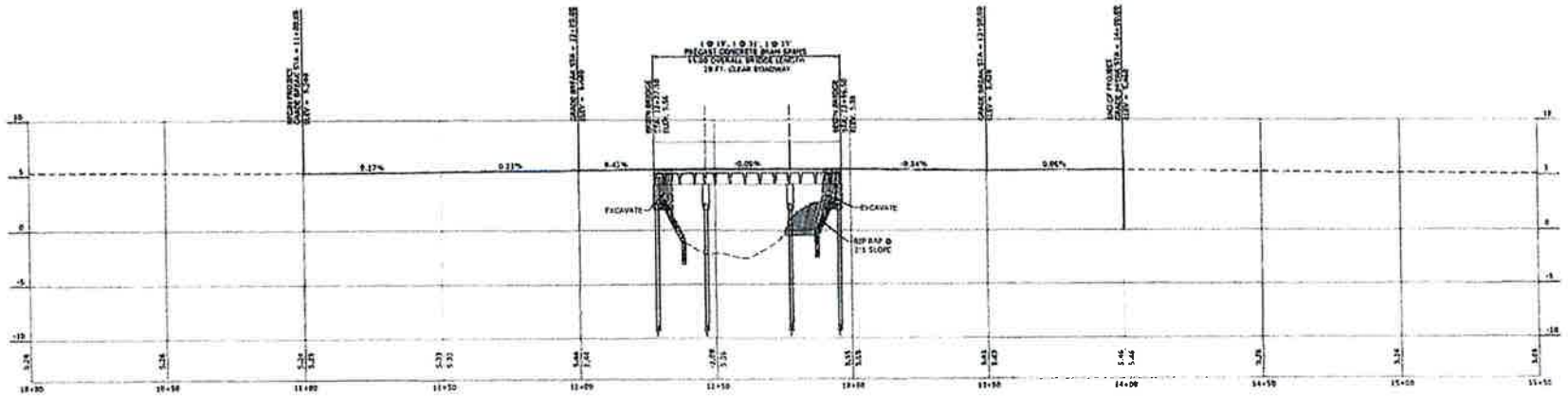
PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road, Bridge No. 46 Over Bayou Marone, Bay St. Louis, Mississippi)

Exhibit "3" (1 page)
(Bridge Layout Plan of Lease Area Provided by LESSEE)

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou



1 C1.4 PROPOSED SITE PLAN
SCALE 1" = 20'



2 C1.4 PROPOSED PROFILE
SCALE: H: 1" = 20' V: 1" = 5'

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Bridge Replacement on Bayou LaCroix Road,
Bridge No. 46 Over Bayou Marone, Bay St. Louis, MS)
Exhibit "3" (Page 1 of 1)

COMPTON ENGINEERING, INC.
Engineering, Surveying, and Environmental Services
3026 Longfellow Drive
Bay St. Louis, Mississippi 39520
Phone: (228) 467-2770 Fax: (228) 467-2320
E-mail: bal@comptonengineering.com

HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY, MISSISSIPPI

REPLACEMENT OF BRIDGE #46 ON BAYOU LACROIX RD
BRIDGE LAYOUT PLAN

SCALE: AS NOTED
JOB NO.: 220-076.005
DATE:
DESIGN: J. STOCKWELL
DRAWN: J. STOCKWELL
CHK'D: BAL
APP'D:

C1.4

J:\PROJECTS\2020\220-076 - HCBOS - Task Order\220-076.005 - HCBOS - Bridge No. 46 Bayou Marone on Bayou LaCroix Road\Dwgs\Current Design\Concept-Design\C1.4.dwg, C1.4, 9/21/2020 10:57:44 AM, brent

Attachment: 20210517 - Sec of State letter with Proposed Rent Exempt Lease 05-03-21 (8162 : Bridge No. 46 Over Bayou Marone, Bayou

Michael Watson
SECRETARY OF STATE

RECEIVED
MAY 04 2021
CE-BJ

April 20, 2021

Lisa D. Morrison, RPG
Senior Geologist
Compton Engineering, Inc.
P.O. Box 2794
Bay St. Louis, MS 39521

Re: Public Trust Tidelands Lease
Hancock County Board of Supervisors
(Kiln Delisle Bridge Replacement - Bayou La Terre,
Kiln, Hancock County, Mississippi)

Dear Ms. Morrison:

Enclosed please find the proposed rent exempt Lease to the Hancock County Board of Supervisors for the area of Public Trust Tidelands and submerged lands supporting the Kiln Delisle Bridge Replacement Project. Many of the provisions of the lease are standard or required by statute; other terms are particular to the Hancock County Board of Supervisors use. The lease term is 40 years beginning April 1, 2021, with an option to renew for an additional 25 years.

Please have the appropriate Hancock County Board of Supervisors representative execute the document and return it to our Biloxi office. Our office will forward to Jackson for signatures and submit document for recording.

Thank you for your courtesy and cooperation throughout this process. Should you have any questions, please contact me.

Sincerely,

Raymond D. Carter

RAYMOND D. CARTER
Assistant Secretary of State
for the Gulf Coast

\tpb

Enclosure

14007.i53 (DMR #20-000304)

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

DO NOT WRITE ABOVE THIS SPACE

Document Prepared by	Return Original Document to
Office of the Secretary of State Raymond D. Carter Assistant Secretary of State for the Gulf Coast 1141 Bayview Avenue Suite 120 Biloxi, MS 39530 (228) 432-0541 ___ Not a Mississippi Attorney _X_ Mississippi Attorney Bar No. 8444	Office of the Secretary of State 1141 Bayview Avenue Suite 120 Biloxi, MS 39530 (228) 432-0541 ***If left blank, original document will be returned to document preparer.***

PUBLIC TRUST TIDELANDS LEASE

HANCOCK COUNTY BOARD OF SUPERVISORS
(Kiln Delisle Bridge Replacement - Bayou La Tere, Kiln, Mississippi)

Lessor	Lessee
State of Mississippi c/o Secretary of State Public Lands Division Post Office Box 136 Jackson, Mississippi 39205-0136 (601) 359-1350	**Hancock County, Mississippi** c/o President Hancock County Board of Supervisors 854 Hwy. 90, Suite A Bay St. Louis, Mississippi 39521 (228) 467-0172

Indexing Instructions

Section 37, Township 7 South, Range 14 West, Kiln, Hancock County, Mississippi.

This document contains 20 pages with the cover page(s) included as an integral part of the document.
If there is not enough space for all required information on this page, continue to the next page.

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Kiln-Delisle Bridge Replacement - Bayou La Tere, Kiln, Mississippi)

THIS AGREEMENT is made and entered into this the 1st day of April 2021, by and between:

THE STATE OF MISSISSIPPI, by and through the
Secretary of State
Public Lands Division
125 S. Congress Street
Suite 1600
Jackson, Mississippi 39201
Telephone: (601) 359-1350

with approval of the Governor "LESSOR"

And

HANCOCK COUNTY, by and through the
Hancock County Board of Supervisors
c/o Board President
854 Highway 90, Suite A
Bay St. Louis, Mississippi 39521
Telephone: (228) 467-0172 "LESSEE"

WITNESSETH:

THAT FOR THE TERM and in consideration of the rentals hereinafter set forth, and covenants, conditions, and obligations to be observed and performed by LESSEE, LESSOR does hereby lease and rent unto LESSEE, pursuant to the authority of MISS. CODE ANN. § 29-1-107 (1972) as amended, the following described fast lands, submerged lands or tidelands, hereinafter referred to as LEASE PREMISES, to-wit:

A parcel of State owned submerged land and tidelands containing 10,330 square feet, (0.237 acres) more or less and located within the Public Trust Tidelands of Section 37, Township 7 South, Range 14 West, in the Kiln area of Hancock County, Mississippi, and further described in Exhibit "1" Property Description and Boundary Survey (2 pages), depicted in Exhibit "2" Bridge and Detour Bypass Bridge with Profile (1 page), and illustrated in Exhibit "3" Bridge Profile Sheet, Enlarged (1 page), provided by LESSEE and incorporated as a part of this LEASE.

1. TERM.

1.1 The primary term of this lease shall be for forty (40) years, beginning on the 1st day of April 2021, and terminating on the 31st day of March 2061.

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

1.2 If at the expiration of the primary term, LESSEE has faithfully complied with all terms, covenants, conditions, and obligations of this lease, then LESSEE shall have the option to extend this lease for an additional twenty-five (25) years subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE.

1.3 If at the expiration of the secondary term, LESSEE has faithfully complied with all terms, covenants, conditions and obligations of the LEASE as renewed, then LESSEE shall have the prior right, exclusive of all other persons to re-lease LEASE PREMISES subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE.

1.4 It is expressly agreed and understood that during the secondary term of this LEASE and during the term of any future leases entered pursuant to Paragraph 1.3, LESSEE shall fully comply with all laws of the State of Mississippi governing the leasing of submerged lands and tidelands in effect at the time of renewal or re-leasing.

2. USE OF LEASE PREMISES

2.1 It is specifically agreed that LESSEE will use LEASE PREMISES only for installation of a new bridge in an area of approximately 10,330 square feet (0.237 acres) more or less of submerged lands or tidelands, to provide a safe bridge over the waters of the State of Mississippi for residents of Hancock County, an activity which serves a higher public purpose of assisting in transportation and public safety and the protection of the natural state of the surrounding and remaining tidelands and submerged lands and furthering of the public's safety ("USE"). It is expressly agreed that any other activity shall be excluded from any use of LEASE PREMISES.

2.2 If LESSEE fails to make use of the property for the USE defined in Paragraph 2.1, above, for a period of ninety (90) consecutive days, then this lease may be terminated or canceled by LESSOR upon thirty (30) days' notice.

2.3 LESSEE is also authorized temporary use of 6,720 square feet (0.15427 acres) more or less as a temporary bypass during construction of the new bridge as depicted on Exhibit "2". The authorization for temporary use will be revoked upon opening of the new bridge. The area of the temporary use will be returned to its pre-use status.

3. CONSIDERATION.

3.1 The parties hereto agree that LEASE PREMISES contains approximately 10,330 square feet (0.237 acres), more or less, of submerged lands or tidelands. Because LEASE PREMISES shall be used to provide a safe bridge over the waters of the State of Mississippi for residents of Hancock County, an activity which serves a higher public purpose of assisting in transportation and public safety and the protection of the natural state of the surrounding and remaining tidelands and submerged lands and furthering of the public's safety, LEASE PREMISES shall be exempt from any use or rental fees pursuant to MISS. CODE ANN. §29-15-13 (1972) as amended.

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

4. TAXES, SURVEY COSTS, RECORDING FEES.

4.1 LESSEE covenants and agrees to pay any and all general taxes and special assessments, if ever any there be, applicable to the above-described property and LESSEE'S interest therein and improvements thereon; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this LEASE or any other fees directly incurred by the LESSOR in administering or enforcing this LEASE or so determined by applicable law.

5. TRANSFERABILITY OF LEASE.

5.1 LESSEE shall NOT sublease, assign, or transfer LEASE PREMISES without the prior written permission of the SECRETARY OF STATE or his successor.

6. PUBLIC ACCESS ASSURED.

6.1 LESSEE covenants to maintain free public access to LEASE PREMISES during the term of the lease.

7. DEFAULT.

7.1 The parties herein expressly agree that in the event of any default under this LEASE which can be cured solely by the payment of a liquidated sum or money, then it shall be lawful for LESSOR, either with or without process of law, to enter and repossess LEASE PREMISES if such default is not cured by LESSEE within thirty (30) days after written notice to LESSEE. If LESSOR elects the remedy of re-entry and repossession, then LESSEE agrees to surrender peaceably possession of LEASE PREMISES to LESSOR in the manner provided in Paragraphs 22.4 and 22.5.

7.2 LESSEE'S default under any provisions of this LEASE which cannot be cured solely by the payment of a liquidated sum of money as provided in Paragraph 7.1, shall result at the option of LESSOR in the cancellation of this LEASE after thirty (30) days written notice of default to LESSEE if such default is not cured by LESSEE within said thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent, good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time beyond one hundred and eighty (180) days shall only be granted upon mutual written agreement of LESSOR and LESSEE.

7.3 As to all other conditions, covenants, and obligations imposed on LESSEE under this LEASE not subject to Paragraph 7.1 or 7.2, enforcement shall be by proceeding at law or in equity to restrain violation and to recover damages, if any, and including reasonable expenses of litigation and reasonable attorney fees as may be awarded by the court. Such enforcement by

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

proceedings at law or in equity may be instituted after thirty (30) days written notice to LESSEE if the default or violation has not been cured within that thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time of more than one hundred and eighty (180) days shall only be granted upon mutual written agreement of LESSOR and LESSEE.

8. IMPROVEMENTS AND MAINTENANCE.

8.1 LESSOR acknowledges that LESSEE shall own all improvements constructed by LESSEE on LEASE PREMISES as provided in Paragraph 8.2.

8.2 LESSEE covenants to construct, operate, and maintain the improvements on LEASE PREMISES shown on Exhibit "2" and Exhibit "3", except that the temporary bypass bridge may be dismantled upon completion of bridge. No alteration or addition to the improvements shown in said Exhibits shall be constructed, placed or assembled and maintained on LEASE PREMISES until LESSOR has first approved in writing such alteration or addition. LESSOR and LESSEE will execute an addendum to this LEASE incorporating any approved changes to the Exhibits. Such modifications must (a) be consistent with USES allowed under this LEASE, (b) not violate any local, state or federal law or regulation, (c) be approved by all necessary permitting authorities, and (d) not be inconsistent with or prohibited by any term or provision of this LEASE.

8.3 LESSEE agrees to provide LESSOR with a complete description of any such improvements, modification, or additions as built.

8.4 All improvements, modifications, or additions to improvements on LEASE PREMISES shall be constructed in a workmanlike manner and shall be operated and maintained at LESSEE'S expense. LESSEE shall maintain LEASE PREMISES and all improvements thereon in a good state of repair and in a clean, orderly, and attractive condition with due regard to public health and safety.

8.5 LESSEE shall diligently prosecute construction of improvements to completion, to the end that such improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

9. COMPLIANCE WITH APPLICABLE LAWS AND RESTRICTIONS ON USE.

9.1 LESSEE shall comply with any and all applicable federal, state, county or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits (collectively "RESTRICTIONS"). If LESSEE is charged with a

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

violation of such RESTRICTIONS and the violations complained of do not pose an immediate threat to the public health or safety or damage or destruction to or waste of LEASE PREMISES, then LESSEE shall have the right to contest a complaint of violation of such RESTRICTIONS in the manner provided by law, without such contest constituting a default under this LEASE. However, nothing herein shall be deemed or construed to prohibit or limit LESSOR'S right to take any action available in equity or law to protect LEASE PREMISES and adjoining State property from damage, waste, or destruction.

9.2 Subject to Paragraph 13, LESSEE shall indemnify and hold harmless LESSOR from any liability, claims or damages arising as a result of a breach of the covenants of Paragraph 9.1 and from all costs, expenses and charges arising there from including, without limitation, attorney fees and court costs incurred by LESSEE in connection therewith, which indemnity shall survive the expiration or termination of this LEASE.

9.3 Unless expressly approved by LESSOR, which approval may be withheld by LESSOR in its sole discretion, LESSEE shall not change or attempt any change in zoning, or obtain or apply for a conditional use permit, zoning variance or exception or other similar approval with respect to the use or development of the LEASE PREMISES not expressly allowed under Paragraph 2; and shall not use, develop or attempt to use or develop the LEASE PREMISES or any portion thereof not expressly allowed under Paragraph 2.

9.4 LESSEE shall not under the terms of this LEASE construct any structure of any type on State property adjacent to or adjoining LEASE PREMISES.

9.5 LESSEE shall not use LEASE PREMISES in violation of any state or federal regulation pertaining to coastal wetlands, or this lease shall be subject to termination or cancellation by LESSOR upon thirty (30) days written notice to LESSEE.

9.6 LESSEE shall maintain the LEASE PREMISES at LESSEE'S expense and in a clean, orderly, healthful, and attractive condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health and safety, and subject to inspection by LESSOR or his representative at any time.

9.7 It is expressly agreed by and between the parties that LESSEE will not occupy or use, nor permit to be occupied or used, LEASE PREMISES for any activity deemed hazardous or for any unlawful purposes.

10. NO CLAIM OF TITLE OR INTEREST.

10.1 In accepting this LEASE, LESSEE acknowledges and agrees that LESSEE makes no claim of fee simple title ownership or other interest in and to LEASE PREMISES except for those rights and uses as may be claimed by a leaseholder under this LEASE, and LESSEE further acknowledges that the fee simple title to LEASE PREMISES is vested in LESSOR.

10.2 LESSEE further acknowledges and agrees that he is entitled to no rights to adjoining lands, submerged lands, or tidelands as a result of this lease.

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

11. CATASTROPHIC DESTRUCTION.

11.1 In the event of catastrophic destruction by natural causes of LESSEE'S improvements on the LEASE PREMISES, LESSEE may terminate this LEASE at its option, provided the LEASE PREMISES are surrendered in a condition at least equal to that at the inception of this LEASE.

11.2 LESSOR agrees that it shall interpose no objection should LESSEE decide to rebuild the improvements demolished in such a catastrophe; however, LESSOR reserves the right to terminate the LEASE unless LESSEE notifies LESSOR within three hundred and sixty-five (365) days after the catastrophic destruction of its intent to rebuild, setting forth the schedule for rebuilding and thereafter, with due diligence on schedule, reconstructs the improvements shown on the Project Diagrams, or any alterations or modifications thereof all as described and provided for in Paragraph 8.2 of this LEASE, consistent with the USES and terms set forth in this LEASE. The schedule for rebuilding shall not exceed two (2) years and shall provide for the commencement of construction not more than three hundred, sixty-five (365) days after notice of the intent to rebuild is given.

12. PROTECTION OF LEASE PREMISES.

12.1 Subject to Paragraph 13, LESSEE shall be responsible for any damages that may be caused to LEASE PREMISES by the activities of LESSEE under this lease and shall exercise due diligence in the protection of LEASE PREMISES against damage or waste from any and all causes.

12.2 LESSEE shall not deposit, or allow to be deposited, any refuse, waste or substances regulated under local, state or federal environmental or health laws on LEASE PREMISES. Nor shall LESSEE make any such deposits on or damage any submerged lands or tidelands or other property belonging to the State of Mississippi adjacent to LEASE PREMISES. Disposition of refuse and waste shall be consistent with local, state and federal environmental and health laws and regulations. Failure to comply with such laws and regulations shall be deemed a material breach of this LEASE.

13. INDEMNITY AND HOLD HARMLESS.

13.1 LESSEE is covered under The Mississippi Tort Claims Act (Miss. Code Ann. § 11-46-1 et seq.). Accordingly, LESSEE agrees all losses, claims, demands, liabilities, damages, costs, expenses, payments, suits, actions, recoveries, and judgments of every kind arising or caused by the negligent and intentional acts of the LESSEE including, but not limited to, its employees, agents, and contractors and subcontractors resulting from or in any way connected with its use of or its presence on the LEASE PREMISES or that arise out of or are related to its performance under LEASE shall be governed by the Mississippi Tort Claims Act.

14. QUIET AND PEACEFUL POSSESSION.

14.1 LESSEE shall have quiet and peaceful possession of LEASE PREMISES so long as LESSEE complies with the terms and provisions of this LEASE.

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

15. RIGHT OF ENTRY / INSPECTION RIGHTS.

15.1 LESSOR or its authorized representative shall have the right to enter onto LEASE PREMISES or improvements thereon at any reasonable hour to inspect LEASE PREMISES for purposes of verifying compliance with the terms and provisions of this LEASE.

16. LESSOR NOT RESPONSIBLE.

16.1 Subject to Paragraph 13, LESSEE assumes full responsibility for the condition of LEASE PREMISES during the term of this LEASE. LESSOR shall not be liable or responsible for any damages or injuries caused by any vices or defects therein to LESSEE or to any occupant or to anyone in or on LEASE PREMISES who derives his right to be thereon from LESSEE.

17. RELIANCE.

17.1 In executing this Lease, LESSOR is relying on a legal description, survey, general description and/or site plan depiction (Exhibit "1," Exhibit "2," and Exhibit "3") provided by the LESSEE and, subject to Paragraph 13, LESSEE expressly assumes all responsibility for the correctness thereof.

18. RESERVATION OF MINERAL RIGHTS.

18.1 LESSEE further covenants and agrees that this lease and interest of LESSEE shall not include any mineral, oil or gas, coal, lignite, or other subterranean rights whatsoever.

19. WAIVER NOT A DISCHARGE.

19.1 No failure, or successive failures, on the part of LESSOR to enforce any provisions, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of LESSOR to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

20. NOTICE.

20.1 (a) All notifications required under the terms of this lease shall be made by U.S. mail, return receipt requested, to the parties at the following addresses:

Secretary of State: Public Lands Division

(by U. S. Mail)
Post Office Box 136
Jackson, Mississippi 39205-0136

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

(by Courier)
401 Mississippi Street
Jackson, Mississippi 39201

Telephone: (601) 359-1350
Facsimile: (601) 359-1461

Hancock County
Board of Supervisors: c/o Board President

(by U.S. Mail or Courier)
854 Hwy. 90, Suite A
Bay St. Louis, Mississippi 39521

Telephone: (228) 467-0172

20.1 (b) Notices shall be effective upon receipt by the receiving party. Upon written request, LESSOR and LESSEE agree that they will promptly acknowledge in writing to the other receipt of any notice received pursuant to any provision of this LEASE.

20.2 LESSOR or LESSEE may change the identity of the party designated to receive notices under this LEASE by delivering, in the manner provided in Paragraph 20.1, notification of such change. The notice of change in party designated to receive notice shall clearly state the name, title or office, address for U.S. Mail delivery and address for courier delivery, telephone number and facsimile number of the new party designated to receive notices under this LEASE. Neither LESSOR nor LESSEE shall be entitled to designate, at any one time, more than one party to receive notices under this LEASE. Any such notice of change in the party designated to receive notice under this LEASE shall be effective upon receipt of such notice.

21. LAWS OF MISSISSIPPI TO GOVERN.

21.1 This agreement is to be governed by the laws of the STATE OF MISSISSIPPI, both as to interpretation and performance. Jurisdiction and venue shall be at the election of LESSOR.

22. CANCELLATION OR TERMINATION OF LEASE.

22.1 In the event of the invalidation of any material provision of this LEASE by a final, non-appealable judgment or court order, either LESSOR or LESSEE may cancel this LEASE or LESSOR and LESSEE may renegotiate this LEASE on mutually agreeable terms.

22.2 LESSEE shall be in default if LESSEE should at any time fail to make permitted USES of LEASE PREMISES or abandon LEASE PREMISES for a period of ninety (90) consecutive days, and this LEASE may be canceled by LESSOR after thirty (30) days written notice to LESSEE, provided, LESSOR and LESSEE may, within sixty (60) days from the giving

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

of such notice, negotiate a new lease of LEASE PREMISES on mutually agreeable terms. Any further extension of time under this Paragraph 22.1 shall be granted only upon mutual written agreement of LESSOR and LESSEE.

22.3 If not sooner cancelled or terminated, this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the primary term, or if renewed pursuant to Paragraph 1.2, then this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the secondary term.

22.4 Immediately upon the cancellation or termination of this LEASE for any reason, LESSOR shall be entitled to take possession of LEASE PREMISES, custom and usage to the contrary notwithstanding, and LESSEE covenants and agrees immediately and peaceably to quit, deliver up and surrender possession of LEASE PREMISES to LESSOR, provided LESSEE shall promptly remove improvements and restore LEASE PREMISES as provided in Paragraph 22.5.

22.5 LESSEE shall have one hundred and eighty (180) days from the date this LEASE is cancelled or terminated for any reason to remove LESSEE'S improvements, structures, and equipment and to restore LEASE PREMISES to a condition at least equal to that at the inception of this LEASE. If LESSEE declines or fails to remove such improvements, structures and equipment or restore LEASE PREMISES within the time provided, then such improvements, structures and equipment will be deemed forfeited by LESSEE, and may be removed and/or sold by LESSOR. Any costs incurred by LESSOR in the removal of such improvements, structures, and equipment or restoring LEASE PREMISES shall be paid for from the proceeds of sale of such improvements, structures, and equipment. If funds derived from the sale of such improvements, structures and equipment are insufficient to pay such costs, LESSEE shall be liable for such deficiency.

22.6 Subject to Paragraph 13, LESSEE shall be liable for the payment of all reasonable attorney fees, expenses, and costs of LESSOR incurred in the enforcement of this Paragraph 22.

23. MISCELLANEOUS.

23.1 As a condition precedent to the exercise of any USE or right granted to LESSEE under this LEASE, LESSEE covenants and binds itself, its successors and its assigns to comply faithfully and timely with all the terms and provisions of this LEASE.

23.2 The remedies set forth in this LEASE are not exclusive, and the election of one remedy by LESSOR shall not be deemed or construed as a waiver of any other remedy available to LESSOR. In addition to the remedies provided in this LEASE, LESSOR shall be entitled to whatever remedies it may have otherwise at law or in equity.

23.3 LESSOR and LESSEE agree that they will execute and deliver, at the request of the other, any and all such documents or other written instruments as may be reasonably necessary or appropriate to carry out and effectuate the intent and purpose of this LEASE and the exhibits attached hereto.

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

23.4 No amendments or additions to LEASE shall be binding unless in writing and signed by all parties.

23.5 All covenants and agreements herein shall bind and inure to the benefit of the parties hereto and to their successors and assigns.

23.6 This instrument constitutes the entire agreement between LESSOR and LESSEE and supersedes all prior understandings, previous negotiations, and any memoranda of understanding with respect to the subject matter hereof.

23.7 Each individual executing this LEASE on behalf of LESSEE represents and warrants that he is duly authorized to do so on behalf of said Hancock County Board of Supervisors, and that this LEASE is binding upon said Hancock County Board of Supervisors in accordance with its terms.

24. DEFINITIONS.

24.1 LEASE shall mean that lease agreement by and between the State of Mississippi, by the Secretary of State, with the approval of the Governor, and Hancock County Board of Supervisors, entered and beginning April 1, 2021 for certain submerged lands or tidelands referred to as LEASE PREMISES.

24.2 LEASE PREMISES shall mean a parcel of State owned submerged land and tidelands containing 10,330 square feet, (0.237 acres), more or less and located within the Public Trust Tidelands of Section 37, Township 7 South, Range 14 West, in the Kiln area of Hancock County, Mississippi, and further described in Exhibit "1" Property Description and Boundary Survey (2 pages), depicted in Exhibit "2" Bridge and Detour Bypass Bridge with Profile (1 page), and illustrated in Exhibit "3" Bridge Profile Sheet, Enlarged (1 page), provided by LESSEE and incorporated as a part LEASE.

24.3 LESSEE shall mean Hancock County Board of Supervisors.

24.4 LESSOR shall mean the State of Mississippi, acting by and through the Secretary of State with the approval of the Governor.

24.5 RESTRICTIONS shall mean any and all federal, state, county, district or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits applicable to LESSEE'S use of and activities on LEASE PREMISES.

24.6 USE shall have the meaning set forth in Paragraph 2.1 herein.

Remainder of page intentionally left blank; signatures begin next page, 12.

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

IN WITNESS WHEREOF, this LEASE is executed by LESSEE, this the _____ day of _____, 2021.

LESSEE:
HANCOCK COUNTY
BOARD OF SUPERVISORS

By: _____
Print Name: _____
Title: _____

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 2021, within my jurisdiction the within named _____, personally known to me to be the _____ of HANCOCK COUNTY BOARD OF SUPERVISORS, who acknowledged that he/she executed the above and foregoing LEASE AGREEMENT as the act and deed of said Agency, on the date and for the purposes therein stated, being first duly authorized to so do.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

IN WITNESS WHEREOF, this LEASE is executed by LESSOR, this the _____ day of _____, 2021.

LESSOR:
STATE OF MISSISSIPPI

BY: _____
MICHAEL D. WATSON, JR.
Secretary of State
State of Mississippi

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 2021, within my jurisdiction the within named MICHAEL WATSON, JR., personally known to me to be the SECRETARY OF STATE of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said SECRETARY OF STATE for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

_____
NOTARY PUBLIC

My Commission Expires:
_____

APPROVED BY THE GOVERNOR of the State of Mississippi on the _____ day of _____, 2021.

_____
TATE REEVES
Governor

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 2021, within my jurisdiction the within named TATE REEVES, personally known to me to be the GOVERNOR of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said GOVERNOR for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

_____
NOTARY PUBLIC

My Commission Expires:
_____

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Kiln-Delisle Bridge Replacement – Bayou La Tere, Kiln, Mississippi)

Exhibit "1" (2 pages)
(Property Description and Boundary Survey of Lease Area Provided by LESSEE)

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

PROPERTY DESCRIPTION

Being a 10,330 square feet tract of land situated in the J.B. Quave Claim Section No. 37, Township 7 South, Range 14 West, as shown on survey by Paul D. Pitts, Jr., dated February 22, 2021, whose basis of bearings is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83 (2011 Epoch 2010.00), Geoid 12B, grid values, using a scale factor of 0.999984064 and a convergence angle of (Neg.) 00 degrees 16 minutes 37.02 seconds determined specifically for this project using GPS methods from a static base station located at N333,426.0753, E811,818.3501 obtained from a USM Network, and being more particularly described as follows:

Commencing at the southwest corner of Section 23, Township 7 South, Range 14 West

Thence, North 89 degrees 34 minutes 38 seconds West a distance of 2,211.15 feet, to a point on the edge of a proposed concrete bridge for the Point of Beginning of the herein described tract having Mississippi State Plane Coordinates N332,933.9786, E811,253.8269;

Thence, along the edge of a proposed concrete bridge, South 52 degrees 46 minutes 34 seconds West a distance of 213.78 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, North 37 degrees 13 minutes 26 seconds West a distance of 42.84 feet, to a point for corner;

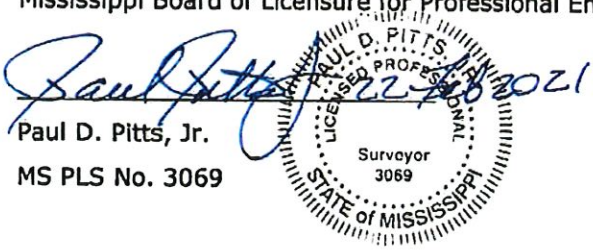
Thence, along the edge of a proposed concrete bridge, North 52 degrees 46 minutes 34 seconds East a distance of 241.12 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, South 37 degrees 13 minutes 34 seconds West a distance of 27.34 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, South 52 degrees 46 minutes 22 seconds East a distance of 259.67 feet, to the Point of Beginning and containing 10,330 square feet of land.

(A plat of even survey date herewith accompanies this description.)

The undersigned, Professional Licensed Surveyor, hereby certifies that the foregoing description and accompanying survey was made on the ground under my direct supervision and meets or exceeds the requirements of the Standards of Practice for Surveyors in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.



2-22-2021

Paul D. Pitts, Jr.

MS PLS No. 3069

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPVS.
(Kiln Delisle Bridge Replacement -
Bayou La Tere, Kiln, Mississippi)
Exhibit "1" (Page 1 of 2)

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPVS.
(Kiln Delisle Bridge Replacement - Bayou La Tere, Kiln, Mississippi)
Exhibit "1" (Page 2 of 2)

GENERAL NOTES

1. The basis of bearings for this survey is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83, Geoid 12A, grid values, using a scale factor of 0.99996064 and a convergence angle of (Neg.)-00 degrees 16 minutes 37.02 seconds determined specifically for this project using G.P.S. methods from a static base station located at N333,426.0753, E811,818.3501 obtained by an OPUS solution.
2. This survey was prepared without the benefit of a Title Search.
3. Date of this Mississippi Standards Class B Survey is February 22, 2021.
4. A Property Description of even date herewith accompanies this Plat of Survey.
5. Reference materbl: DB N 7 PG 585, DB BB 38 PG 250, DB BB 38 PG 555, DB 2006 PG 12378, DB 2009 PG 13001, DB 2012 PG 7537, DB 2013 PG 29, Deed Records, Hancock County, Mississippi.

SURVEYOR'S CERTIFICATE

The undersigned, Professional Licensed Surveyor, hereby certifies that this survey was made on the ground under my direct supervision and meets or exceeds the requirements of the Standards of Practice for Surveyors in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.

Witness my signature this 22nd day of February, 2021.

Paul D. Pitts Jr.
MS PLS No. 3069

PAUL D. PITTS JR. LICENSED PROFESSIONAL SURVEYOR 3069 STATE OF MISSISSIPPI

SCALE:	1" = 100'
JOB NO.:	212-033
DATE:	AS NOTED
DESIGN:	PDP
DWG. BY:	PDP
CHK'D:	PDP
APVD.:	

HANCOCK COUNTY BOARD OF SUPERVISORS

BOUNDARY SURVEY
10,330 SQ. FT.

COMPTON ENGINEERING, INC.
Engineering, Surveying, and Environmental Services
3036 Longfellow Drive
Bay St. Louis, Mississippi 39520
Phone: (228) 467-2770 Fax: (228) 467-2720
E-mail: comptons@comptonengineering.com

SHEET OF

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Kiln-Delisle Bridge Replacement – Bayou La Tere, Kiln, Mississippi)

Exhibit "2" (1 page)
(Bridge and Detour Bypass Bridge with Profile of Lease Area Provided by LESSEE)

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPVS.
(Kiln Delisle Bridge Replacement -
Bayou La Tere, Kiln, Mississippi)
Exhibit "2" (Page 1 of 1)

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Kiln-Delisle Bridge Replacement – Bayou La Tere, Kiln, Mississippi)

Exhibit "3" (1 page)
(Bridge Profile Sheet (Enlarged) of Lease Area Provided by LESSEE)

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Kiln-Delisle Bridge Replacement – Bayou La Tere, Kiln, Mississippi)

Exhibit "3" (1 page)
(Bridge Profile Sheet (Enlarged) of Lease Area Provided by LESSEE)

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPVS.
(Kiln Delisle Bridge Replacement -
Bayou La Tere, Kiln, Mississippi)
Exhibit "3" (Page 1 of 1)

Attachment: Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle Bridge.)

Michael Watson
SECRETARY OF STATE

RECEIVED
MAY 04 2021
CE-BJ

April 20, 2021

Lisa D. Morrison, RPG
Senior Geologist
Compton Engineering, Inc.
P.O. Box 2794
Bay St. Louis, MS 39521

Re: Public Trust Tidelands Lease
Hancock County Board of Supervisors
(Kiln Delisle Bridge Replacement - Bayou La Terre,
Kiln, Hancock County, Mississippi)

Dear Ms. Morrison:

Enclosed please find the proposed rent exempt Lease to the Hancock County Board of Supervisors for the area of Public Trust Tidelands and submerged lands supporting the Kiln Delisle Bridge Replacement Project. Many of the provisions of the lease are standard or required by statute; other terms are particular to the Hancock County Board of Supervisors use. The lease term is 40 years beginning April 1, 2021, with an option to renew for an additional 25 years.

Please have the appropriate Hancock County Board of Supervisors representative execute the document and return it to our Biloxi office. Our office will forward to Jackson for signatures and submit document for recording.

Thank you for your courtesy and cooperation throughout this process. Should you have any questions, please contact me.

Sincerely,

Raymond D. Carter

RAYMOND D. CARTER
Assistant Secretary of State
for the Gulf Coast

\tpb

Enclosure

14007.i53 (DMR #20-000304)

Attachment: 20210517 - Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle

Attachment: 20210517 - Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle

DO NOT WRITE ABOVE THIS SPACE

Document Prepared by	**Return Original Document to**
Office of the Secretary of State Raymond D. Carter Assistant Secretary of State for the Gulf Coast 1141 Bayview Avenue Suite 120 Biloxi, MS 39530 (228) 432-0541 ___ Not a Mississippi Attorney _X_ Mississippi Attorney Bar No. 8444	Office of the Secretary of State 1141 Bayview Avenue Suite 120 Biloxi, MS 39530 (228) 432-0541 ***If left blank, original document will be returned to document preparer.***

PUBLIC TRUST TIDELANDS LEASE

HANCOCK COUNTY BOARD OF SUPERVISORS
(Kiln Delisle Bridge Replacement - Bayou La Tere, Kiln, Mississippi)

Lessor	**Lessee**
State of Mississippi c/o Secretary of State Public Lands Division Post Office Box 136 Jackson, Mississippi 39205-0136 (601) 359-1350	**Hancock County, Mississippi** c/o President Hancock County Board of Supervisors 854 Hwy. 90, Suite A Bay St. Louis, Mississippi 39521 (228) 467-0172

Indexing Instructions

Section 37, Township 7 South, Range 14 West, Kiln, Hancock County, Mississippi.

This document contains 20 pages with the cover page(s) included as an integral part of the document.
If there is not enough space for all required information on this page, continue to the next page.

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Kiln-Delisle Bridge Replacement - Bayou La Tere, Kiln, Mississippi)

THIS AGREEMENT is made and entered into this the 1st day of April 2021, by and between:

THE STATE OF MISSISSIPPI, by and through the
Secretary of State
Public Lands Division
125 S. Congress Street
Suite 1600
Jackson, Mississippi 39201
Telephone: (601) 359-1350

with approval of the Governor "LESSOR"

And

HANCOCK COUNTY, by and through the
Hancock County Board of Supervisors
c/o Board President
854 Highway 90, Suite A
Bay St. Louis, Mississippi 39521
Telephone: (228) 467-0172 "LESSEE"

WITNESSETH:

THAT FOR THE TERM and in consideration of the rentals hereinafter set forth, and covenants, conditions, and obligations to be observed and performed by LESSEE, LESSOR does hereby lease and rent unto LESSEE, pursuant to the authority of MISS. CODE ANN. § 29-1-107 (1972) as amended, the following described fast lands, submerged lands or tidelands, hereinafter referred to as LEASE PREMISES, to-wit:

A parcel of State owned submerged land and tidelands containing 10,330 square feet, (0.237 acres) more or less and located within the Public Trust Tidelands of Section 37, Township 7 South, Range 14 West, in the Kiln area of Hancock County, Mississippi, and further described in Exhibit "1" Property Description and Boundary Survey (2 pages), depicted in Exhibit "2" Bridge and Detour Bypass Bridge with Profile (1 page), and illustrated in Exhibit "3" Bridge Profile Sheet, Enlarged (1 page), provided by LESSEE and incorporated as a part of this LEASE.

1. TERM.

1.1 The primary term of this lease shall be for forty (40) years, beginning on the 1st day of April 2021, and terminating on the 31st day of March 2061.

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1.2 If at the expiration of the primary term, LESSEE has faithfully complied with all terms, covenants, conditions, and obligations of this lease, then LESSEE shall have the option to extend this lease for an additional twenty-five (25) years subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE.

1.3 If at the expiration of the secondary term, LESSEE has faithfully complied with all terms, covenants, conditions and obligations of the LEASE as renewed, then LESSEE shall have the prior right, exclusive of all other persons to re-lease LEASE PREMISES subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE.

1.4 It is expressly agreed and understood that during the secondary term of this LEASE and during the term of any future leases entered pursuant to Paragraph 1.3, LESSEE shall fully comply with all laws of the State of Mississippi governing the leasing of submerged lands and tidelands in effect at the time of renewal or re-leasing.

2. USE OF LEASE PREMISES

2.1 It is specifically agreed that LESSEE will use LEASE PREMISES only for installation of a new bridge in an area of approximately 10,330 square feet (0.237 acres) more or less of submerged lands or tidelands, to provide a safe bridge over the waters of the State of Mississippi for residents of Hancock County, an activity which serves a higher public purpose of assisting in transportation and public safety and the protection of the natural state of the surrounding and remaining tidelands and submerged lands and furthering of the public's safety ("USE"). It is expressly agreed that any other activity shall be excluded from any use of LEASE PREMISES.

2.2 If LESSEE fails to make use of the property for the USE defined in Paragraph 2.1, above, for a period of ninety (90) consecutive days, then this lease may be terminated or canceled by LESSOR upon thirty (30) days' notice.

2.3 LESSEE is also authorized temporary use of 6,720 square feet (0.15427 acres) more or less as a temporary bypass during construction of the new bridge as depicted on Exhibit "2". The authorization for temporary use will be revoked upon opening of the new bridge. The area of the temporary use will be returned to its pre-use status.

3. CONSIDERATION.

3.1 The parties hereto agree that LEASE PREMISES contains approximately 10,330 square feet (0.237 acres), more or less, of submerged lands or tidelands. Because LEASE PREMISES shall be used to provide a safe bridge over the waters of the State of Mississippi for residents of Hancock County, an activity which serves a higher public purpose of assisting in transportation and public safety and the protection of the natural state of the surrounding and remaining tidelands and submerged lands and furthering of the public's safety, LEASE PREMISES shall be exempt from any use or rental fees pursuant to MISS. CODE ANN. §29-15-13 (1972) as amended.

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4. TAXES, SURVEY COSTS, RECORDING FEES.

4.1 LESSEE covenants and agrees to pay any and all general taxes and special assessments, if ever any there be, applicable to the above-described property and LESSEE'S interest therein and improvements thereon; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this LEASE or any other fees directly incurred by the LESSOR in administering or enforcing this LEASE or so determined by applicable law.

5. TRANSFERABILITY OF LEASE.

5.1 LESSEE shall NOT sublease, assign, or transfer LEASE PREMISES without the prior written permission of the SECRETARY OF STATE or his successor.

6. PUBLIC ACCESS ASSURED.

6.1 LESSEE covenants to maintain free public access to LEASE PREMISES during the term of the lease.

7. DEFAULT.

7.1 The parties herein expressly agree that in the event of any default under this LEASE which can be cured solely by the payment of a liquidated sum or money, then it shall be lawful for LESSOR, either with or without process of law, to enter and repossess LEASE PREMISES if such default is not cured by LESSEE within thirty (30) days after written notice to LESSEE. If LESSOR elects the remedy of re-entry and repossession, then LESSEE agrees to surrender peaceably possession of LEASE PREMISES to LESSOR in the manner provided in Paragraphs 22.4 and 22.5.

7.2 LESSEE'S default under any provisions of this LEASE which cannot be cured solely by the payment of a liquidated sum of money as provided in Paragraph 7.1, shall result at the option of LESSOR in the cancellation of this LEASE after thirty (30) days written notice of default to LESSEE if such default is not cured by LESSEE within said thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent, good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time beyond one hundred and eighty (180) days shall only be granted upon mutual written agreement of LESSOR and LESSEE.

7.3 As to all other conditions, covenants, and obligations imposed on LESSEE under this LEASE not subject to Paragraph 7.1 or 7.2, enforcement shall be by proceeding at law or in equity to restrain violation and to recover damages, if any, and including reasonable expenses of litigation and reasonable attorney fees as may be awarded by the court. Such enforcement by

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proceedings at law or in equity may be instituted after thirty (30) days written notice to LESSEE if the default or violation has not been cured within that thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time of more than one hundred and eighty (180) days shall only be granted upon mutual written agreement of LESSOR and LESSEE.

8. IMPROVEMENTS AND MAINTENANCE.

8.1 LESSOR acknowledges that LESSEE shall own all improvements constructed by LESSEE on LEASE PREMISES as provided in Paragraph 8.2.

8.2 LESSEE covenants to construct, operate, and maintain the improvements on LEASE PREMISES shown on Exhibit "2" and Exhibit "3", except that the temporary bypass bridge may be dismantled upon completion of bridge. No alteration or addition to the improvements shown in said Exhibits shall be constructed, placed or assembled and maintained on LEASE PREMISES until LESSOR has first approved in writing such alteration or addition. LESSOR and LESSEE will execute an addendum to this LEASE incorporating any approved changes to the Exhibits. Such modifications must (a) be consistent with USES allowed under this LEASE, (b) not violate any local, state or federal law or regulation, (c) be approved by all necessary permitting authorities, and (d) not be inconsistent with or prohibited by any term or provision of this LEASE.

8.3 LESSEE agrees to provide LESSOR with a complete description of any such improvements, modification, or additions as built.

8.4 All improvements, modifications, or additions to improvements on LEASE PREMISES shall be constructed in a workmanlike manner and shall be operated and maintained at LESSEE'S expense. LESSEE shall maintain LEASE PREMISES and all improvements thereon in a good state of repair and in a clean, orderly, and attractive condition with due regard to public health and safety.

8.5 LESSEE shall diligently prosecute construction of improvements to completion, to the end that such improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

9. COMPLIANCE WITH APPLICABLE LAWS AND RESTRICTIONS ON USE.

9.1 LESSEE shall comply with any and all applicable federal, state, county or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits (collectively "RESTRICTIONS"). If LESSEE is charged with a

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violation of such RESTRICTIONS and the violations complained of do not pose an immediate threat to the public health or safety or damage or destruction to or waste of LEASE PREMISES, then LESSEE shall have the right to contest a complaint of violation of such RESTRICTIONS in the manner provided by law, without such contest constituting a default under this LEASE. However, nothing herein shall be deemed or construed to prohibit or limit LESSOR'S right to take any action available in equity or law to protect LEASE PREMISES and adjoining State property from damage, waste, or destruction.

9.2 Subject to Paragraph 13, LESSEE shall indemnify and hold harmless LESSOR from any liability, claims or damages arising as a result of a breach of the covenants of Paragraph 9.1 and from all costs, expenses and charges arising there from including, without limitation, attorney fees and court costs incurred by LESSEE in connection therewith, which indemnity shall survive the expiration or termination of this LEASE.

9.3 Unless expressly approved by LESSOR, which approval may be withheld by LESSOR in its sole discretion, LESSEE shall not change or attempt any change in zoning, or obtain or apply for a conditional use permit, zoning variance or exception or other similar approval with respect to the use or development of the LEASE PREMISES not expressly allowed under Paragraph 2; and shall not use, develop or attempt to use or develop the LEASE PREMISES or any portion thereof not expressly allowed under Paragraph 2.

9.4 LESSEE shall not under the terms of this LEASE construct any structure of any type on State property adjacent to or adjoining LEASE PREMISES.

9.5 LESSEE shall not use LEASE PREMISES in violation of any state or federal regulation pertaining to coastal wetlands, or this lease shall be subject to termination or cancellation by LESSOR upon thirty (30) days written notice to LESSEE.

9.6 LESSEE shall maintain the LEASE PREMISES at LESSEE'S expense and in a clean, orderly, healthful, and attractive condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health and safety, and subject to inspection by LESSOR or his representative at any time.

9.7 It is expressly agreed by and between the parties that LESSEE will not occupy or use, nor permit to be occupied or used, LEASE PREMISES for any activity deemed hazardous or for any unlawful purposes.

10. NO CLAIM OF TITLE OR INTEREST.

10.1 In accepting this LEASE, LESSEE acknowledges and agrees that LESSEE makes no claim of fee simple title ownership or other interest in and to LEASE PREMISES except for those rights and uses as may be claimed by a leaseholder under this LEASE, and LESSEE further acknowledges that the fee simple title to LEASE PREMISES is vested in LESSOR.

10.2 LESSEE further acknowledges and agrees that he is entitled to no rights to adjoining lands, submerged lands, or tidelands as a result of this lease.

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11. CATASTROPHIC DESTRUCTION.

11.1 In the event of catastrophic destruction by natural causes of LESSEE'S improvements on the LEASE PREMISES, LESSEE may terminate this LEASE at its option, provided the LEASE PREMISES are surrendered in a condition at least equal to that at the inception of this LEASE.

11.2 LESSOR agrees that it shall interpose no objection should LESSEE decide to rebuild the improvements demolished in such a catastrophe; however, LESSOR reserves the right to terminate the LEASE unless LESSEE notifies LESSOR within three hundred and sixty-five (365) days after the catastrophic destruction of its intent to rebuild, setting forth the schedule for rebuilding and thereafter, with due diligence on schedule, reconstructs the improvements shown on the Project Diagrams, or any alterations or modifications thereof all as described and provided for in Paragraph 8.2 of this LEASE, consistent with the USES and terms set forth in this LEASE. The schedule for rebuilding shall not exceed two (2) years and shall provide for the commencement of construction not more than three hundred, sixty-five (365) days after notice of the intent to rebuild is given.

12. PROTECTION OF LEASE PREMISES.

12.1 Subject to Paragraph 13, LESSEE shall be responsible for any damages that may be caused to LEASE PREMISES by the activities of LESSEE under this lease and shall exercise due diligence in the protection of LEASE PREMISES against damage or waste from any and all causes.

12.2 LESSEE shall not deposit, or allow to be deposited, any refuse, waste or substances regulated under local, state or federal environmental or health laws on LEASE PREMISES. Nor shall LESSEE make any such deposits on or damage any submerged lands or tidelands or other property belonging to the State of Mississippi adjacent to LEASE PREMISES. Disposition of refuse and waste shall be consistent with local, state and federal environmental and health laws and regulations. Failure to comply with such laws and regulations shall be deemed a material breach of this LEASE.

13. INDEMNITY AND HOLD HARMLESS.

13.1 LESSEE is covered under The Mississippi Tort Claims Act (Miss. Code Ann. § 11-46-1 et seq.). Accordingly, LESSEE agrees all losses, claims, demands, liabilities, damages, costs, expenses, payments, suits, actions, recoveries, and judgments of every kind arising or caused by the negligent and intentional acts of the LESSEE including, but not limited to, its employees, agents, and contractors and subcontractors resulting from or in any way connected with its use of or its presence on the LEASE PREMISES or that arise out of or are related to its performance under LEASE shall be governed by the Mississippi Tort Claims Act.

14. QUIET AND PEACEFUL POSSESSION.

14.1 LESSEE shall have quiet and peaceful possession of LEASE PREMISES so long as LESSEE complies with the terms and provisions of this LEASE.

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15. RIGHT OF ENTRY / INSPECTION RIGHTS.

15.1 LESSOR or its authorized representative shall have the right to enter onto LEASE PREMISES or improvements thereon at any reasonable hour to inspect LEASE PREMISES for purposes of verifying compliance with the terms and provisions of this LEASE.

16. LESSOR NOT RESPONSIBLE.

16.1 Subject to Paragraph 13, LESSEE assumes full responsibility for the condition of LEASE PREMISES during the term of this LEASE. LESSOR shall not be liable or responsible for any damages or injuries caused by any vices or defects therein to LESSEE or to any occupant or to anyone in or on LEASE PREMISES who derives his right to be thereon from LESSEE.

17. RELIANCE.

17.1 In executing this Lease, LESSOR is relying on a legal description, survey, general description and/or site plan depiction (Exhibit "1," Exhibit "2," and Exhibit "3") provided by the LESSEE and, subject to Paragraph 13, LESSEE expressly assumes all responsibility for the correctness thereof.

18. RESERVATION OF MINERAL RIGHTS.

18.1 LESSEE further covenants and agrees that this lease and interest of LESSEE shall not include any mineral, oil or gas, coal, lignite, or other subterranean rights whatsoever.

19. WAIVER NOT A DISCHARGE.

19.1 No failure, or successive failures, on the part of LESSOR to enforce any provisions, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of LESSOR to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

20. NOTICE.

20.1 (a) All notifications required under the terms of this lease shall be made by U.S. mail, return receipt requested, to the parties at the following addresses:

Secretary of State: Public Lands Division

(by U. S. Mail)
Post Office Box 136
Jackson, Mississippi 39205-0136

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(by Courier)
401 Mississippi Street
Jackson, Mississippi 39201

Telephone: (601) 359-1350
Facsimile: (601) 359-1461

Hancock County
Board of Supervisors: c/o Board President

(by U.S. Mail or Courier)
854 Hwy. 90, Suite A
Bay St. Louis, Mississippi 39521

Telephone: (228) 467-0172

20.1 (b) Notices shall be effective upon receipt by the receiving party. Upon written request, LESSOR and LESSEE agree that they will promptly acknowledge in writing to the other receipt of any notice received pursuant to any provision of this LEASE.

20.2 LESSOR or LESSEE may change the identity of the party designated to receive notices under this LEASE by delivering, in the manner provided in Paragraph 20.1, notification of such change. The notice of change in party designated to receive notice shall clearly state the name, title or office, address for U.S. Mail delivery and address for courier delivery, telephone number and facsimile number of the new party designated to receive notices under this LEASE. Neither LESSOR nor LESSEE shall be entitled to designate, at any one time, more than one party to receive notices under this LEASE. Any such notice of change in the party designated to receive notice under this LEASE shall be effective upon receipt of such notice.

21. LAWS OF MISSISSIPPI TO GOVERN.

21.1 This agreement is to be governed by the laws of the STATE OF MISSISSIPPI, both as to interpretation and performance. Jurisdiction and venue shall be at the election of LESSOR.

22. CANCELLATION OR TERMINATION OF LEASE.

22.1 In the event of the invalidation of any material provision of this LEASE by a final, non-appealable judgment or court order, either LESSOR or LESSEE may cancel this LEASE or LESSOR and LESSEE may renegotiate this LEASE on mutually agreeable terms.

22.2 LESSEE shall be in default if LESSEE should at any time fail to make permitted USES of LEASE PREMISES or abandon LEASE PREMISES for a period of ninety (90) consecutive days, and this LEASE may be canceled by LESSOR after thirty (30) days written notice to LESSEE, provided, LESSOR and LESSEE may, within sixty (60) days from the giving

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of such notice, negotiate a new lease of LEASE PREMISES on mutually agreeable terms. Any further extension of time under this Paragraph 22.1 shall be granted only upon mutual written agreement of LESSOR and LESSEE.

22.3 If not sooner cancelled or terminated, this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the primary term, or if renewed pursuant to Paragraph 1.2, then this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the secondary term.

22.4 Immediately upon the cancellation or termination of this LEASE for any reason, LESSOR shall be entitled to take possession of LEASE PREMISES, custom and usage to the contrary notwithstanding, and LESSEE covenants and agrees immediately and peaceably to quit, deliver up and surrender possession of LEASE PREMISES to LESSOR, provided LESSEE shall promptly remove improvements and restore LEASE PREMISES as provided in Paragraph 22.5.

22.5 LESSEE shall have one hundred and eighty (180) days from the date this LEASE is cancelled or terminated for any reason to remove LESSEE'S improvements, structures, and equipment and to restore LEASE PREMISES to a condition at least equal to that at the inception of this LEASE. If LESSEE declines or fails to remove such improvements, structures and equipment or restore LEASE PREMISES within the time provided, then such improvements, structures and equipment will be deemed forfeited by LESSEE, and may be removed and/or sold by LESSOR. Any costs incurred by LESSOR in the removal of such improvements, structures, and equipment or restoring LEASE PREMISES shall be paid for from the proceeds of sale of such improvements, structures, and equipment. If funds derived from the sale of such improvements, structures and equipment are insufficient to pay such costs, LESSEE shall be liable for such deficiency.

22.6 Subject to Paragraph 13, LESSEE shall be liable for the payment of all reasonable attorney fees, expenses, and costs of LESSOR incurred in the enforcement of this Paragraph 22.

23. MISCELLANEOUS.

23.1 As a condition precedent to the exercise of any USE or right granted to LESSEE under this LEASE, LESSEE covenants and binds itself, its successors and its assigns to comply faithfully and timely with all the terms and provisions of this LEASE.

23.2 The remedies set forth in this LEASE are not exclusive, and the election of one remedy by LESSOR shall not be deemed or construed as a waiver of any other remedy available to LESSOR. In addition to the remedies provided in this LEASE, LESSOR shall be entitled to whatever remedies it may have otherwise at law or in equity.

23.3 LESSOR and LESSEE agree that they will execute and deliver, at the request of the other, any and all such documents or other written instruments as may be reasonably necessary or appropriate to carry out and effectuate the intent and purpose of this LEASE and the exhibits attached hereto.

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23.4 No amendments or additions to LEASE shall be binding unless in writing and signed by all parties.

23.5 All covenants and agreements herein shall bind and inure to the benefit of the parties hereto and to their successors and assigns.

23.6 This instrument constitutes the entire agreement between LESSOR and LESSEE and supersedes all prior understandings, previous negotiations, and any memoranda of understanding with respect to the subject matter hereof.

23.7 Each individual executing this LEASE on behalf of LESSEE represents and warrants that he is duly authorized to do so on behalf of said Hancock County Board of Supervisors, and that this LEASE is binding upon said Hancock County Board of Supervisors in accordance with its terms.

24. DEFINITIONS.

24.1 LEASE shall mean that lease agreement by and between the State of Mississippi, by the Secretary of State, with the approval of the Governor, and Hancock County Board of Supervisors, entered and beginning April 1, 2021 for certain submerged lands or tidelands referred to as LEASE PREMISES.

24.2 LEASE PREMISES shall mean a parcel of State owned submerged land and tidelands containing 10,330 square feet, (0.237 acres), more or less and located within the Public Trust Tidelands of Section 37, Township 7 South, Range 14 West, in the Kiln area of Hancock County, Mississippi, and further described in Exhibit "1" Property Description and Boundary Survey (2 pages), depicted in Exhibit "2" Bridge and Detour Bypass Bridge with Profile (1 page), and illustrated in Exhibit "3" Bridge Profile Sheet, Enlarged (1 page), provided by LESSEE and incorporated as a part LEASE.

24.3 LESSEE shall mean Hancock County Board of Supervisors.

24.4 LESSOR shall mean the State of Mississippi, acting by and through the Secretary of State with the approval of the Governor.

24.5 RESTRICTIONS shall mean any and all federal, state, county, district or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits applicable to LESSEE'S use of and activities on LEASE PREMISES.

24.6 USE shall have the meaning set forth in Paragraph 2.1 herein.

Remainder of page intentionally left blank; signatures begin next page, 12.

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IN WITNESS WHEREOF, this LEASE is executed by LESSEE, this the 17 day of May, 2021.

LESSEE:
HANCOCK COUNTY
BOARD OF SUPERVISORS

By: Scott Adam
Print Name: Scotty Adam
Title: Board President

BOARD OF SUPERVISORS HANCOCK COUNTY

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 17 day of May, 2021, within my jurisdiction the within named Scotty Adam, personally known to me to be the Board President of HANCOCK COUNTY BOARD OF SUPERVISORS, who acknowledged that he/she executed the above and foregoing LEASE AGREEMENT as the act and deed of said Agency, on the date and for the purposes therein stated, being first duly authorized to so do.

Timothy A. Kellar
Chancery Clerk
By: [illegible] D.C.

CHANCERY CLERK HANCOCK COUNTY MISS.

My Commission Expires:

My Commission Expires Dec. 31, 2023

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IN WITNESS WHEREOF, this LEASE is executed by LESSOR, this the _____ day of _____, 2021.

LESSOR:
STATE OF MISSISSIPPI

BY: _____
MICHAEL D. WATSON, JR.
Secretary of State
State of Mississippi

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 2021, within my jurisdiction the within named MICHAEL WATSON, JR., personally known to me to be the SECRETARY OF STATE of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said SECRETARY OF STATE for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

_____
NOTARY PUBLIC

My Commission Expires:
_____

APPROVED BY THE GOVERNOR of the State of Mississippi on the _____ day of _____, 2021.

_____
TATE REEVES
Governor

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 2021, within my jurisdiction the within named TATE REEVES, personally known to me to be the GOVERNOR of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said GOVERNOR for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

_____
NOTARY PUBLIC

My Commission Expires:
_____

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PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Kiln-Delisle Bridge Replacement – Bayou La Tere, Kiln, Mississippi)

Exhibit "1" (2 pages)
(Property Description and Boundary Survey of Lease Area Provided by LESSEE)

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PROPERTY DESCRIPTION

Being a 10,330 square feet tract of land situated in the J.B. Quave Claim Section No. 37, Township 7 South, Range 14 West, as shown on survey by Paul D. Pitts, Jr., dated February 22, 2021, whose basis of bearings is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83 (2011 Epoch 2010.00), Geoid 12B, grid values, using a scale factor of 0.999984064 and a convergence angle of (Neg.) 00 degrees 16 minutes 37.02 seconds determined specifically for this project using GPS methods from a static base station located at N333,426.0753, E811,818.3501 obtained from a USM Network, and being more particularly described as follows:

Commencing at the southwest corner of Section 23, Township 7 South, Range 14 West

Thence, North 89 degrees 34 minutes 38 seconds West a distance of 2,211.15 feet, to a point on the edge of a proposed concrete bridge for the Point of Beginning of the herein described tract having Mississippi State Plane Coordinates N332,933.9786, E811,253.8269;

Thence, along the edge of a proposed concrete bridge, South 52 degrees 46 minutes 34 seconds West a distance of 213.78 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, North 37 degrees 13 minutes 26 seconds West a distance of 42.84 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, North 52 degrees 46 minutes 34 seconds East a distance of 241.12 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, South 37 degrees 13 minutes 34 seconds West a distance of 27.34 feet, to a point for corner;

Thence, along the edge of a proposed concrete bridge, South 52 degrees 46 minutes 22 seconds East a distance of 259.67 feet, to the Point of Beginning and containing 10,330 square feet of land.

(A plat of even survey date herewith accompanies this description.)

The undersigned, Professional Licensed Surveyor, hereby certifies that the foregoing description and accompanying survey was made on the ground under my direct supervision and meets or exceeds the requirements of the Standards of Practice for Surveyors in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.

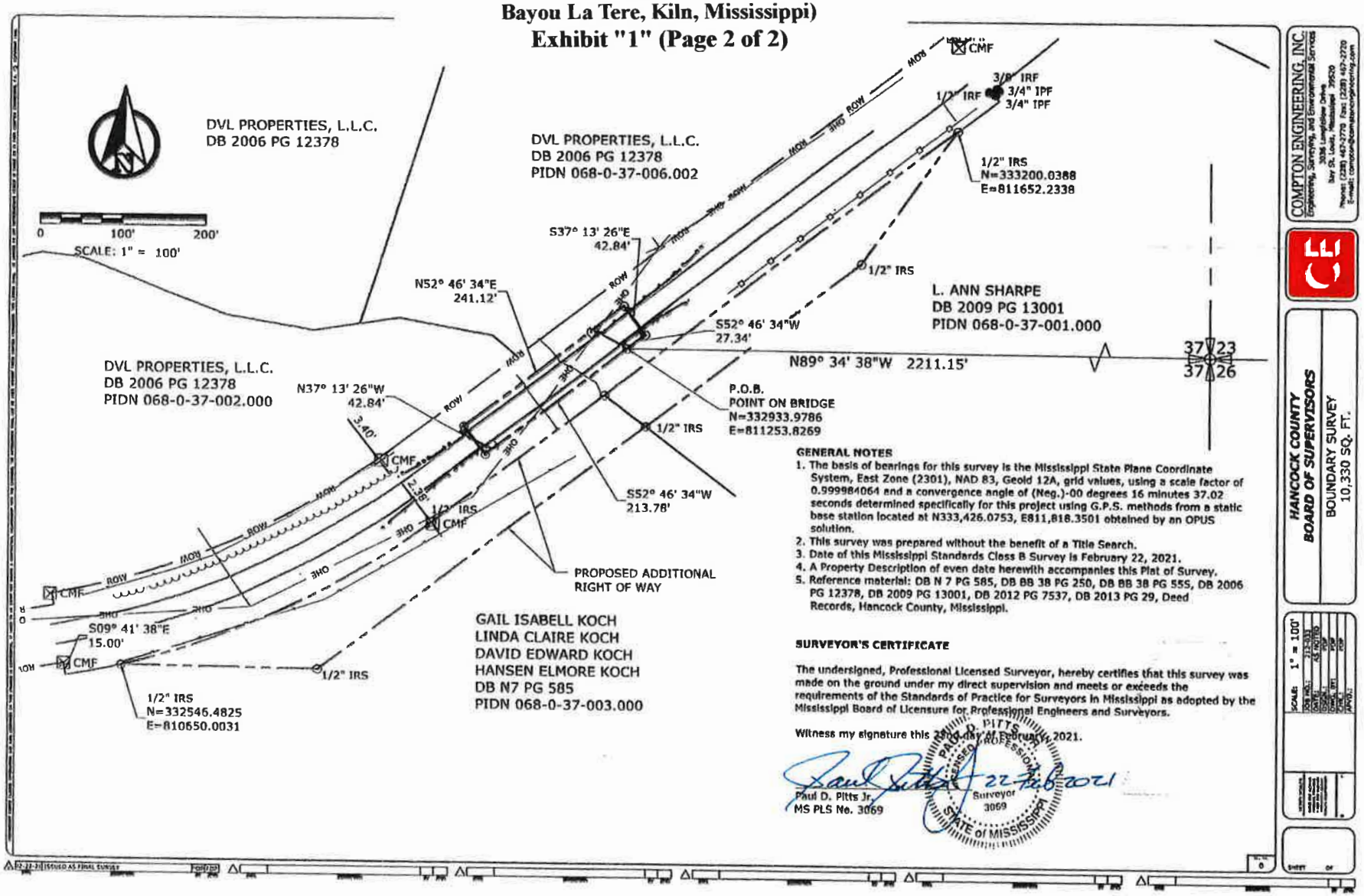
2/22/2021

Paul D. Pitts, Jr.
MS PLS No. 3069

PAUL D. PITTS — LICENSED PROFESSIONAL — Surveyor 3069 — STATE of MISSISSIPPI

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPVS.
(Kiln Delisle Bridge Replacement -
Bayou La Tere, Kiln, Mississippi)
Exhibit "1" (Page 1 of 2)

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPVS.
(Kiln Delisle Bridge Replacement - Bayou La Tere, Kiln, Mississippi)
Exhibit "1" (Page 2 of 2)



GENERAL NOTES

1. The basis of bearings for this survey is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83, Geoid 12A, grid values, using a scale factor of 0.999984064 and a convergence angle of (Neg.)-00 degrees 16 minutes 37.02 seconds determined specifically for this project using G.P.S. methods from a static base station located at N333,426.0753, E811,818.3501 obtained by an OPUS solution.
2. This survey was prepared without the benefit of a Title Search.
3. Date of this Mississippi Standards Class B Survey is February 22, 2021.
4. A Property Description of even date herewith accompanies this Plat of Survey.
5. Reference material: DB N 7 PG 585, DB BB 38 PG 250, DB BB 38 PG 555, DB 2006 PG 12378, DB 2009 PG 13001, DB 2012 PG 7537, DB 2013 PG 29, Deed Records, Hancock County, Mississippi.

SURVEYOR'S CERTIFICATE

The undersigned, Professional Licensed Surveyor, hereby certifies that this survey was made on the ground under my direct supervision and meets or exceeds the requirements of the Standards of Practice for Surveyors in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.

Witness my signature this 22nd day of February, 2021.

Paul D. Pitts Jr.
MS PLS No. 3069

22 Feb 2021

PAUL D. PITTS
REGISTERED PROFESSIONAL
Surveyor
3069
STATE of MISSISSIPPI

COMPTON ENGINEERING, INC.
Engineering, Surveying, and Environmental Services
3036 Longfellow Drive
Bay St. Louis, Mississippi 39520
Phone: (228) 467-2770 Fax: (228) 467-2720
E-mail: comptonengineering@bellsouth.net

HANCOCK COUNTY
BOARD OF SUPERVISORS
BOUNDARY SURVEY
10,330 SQ. FT.

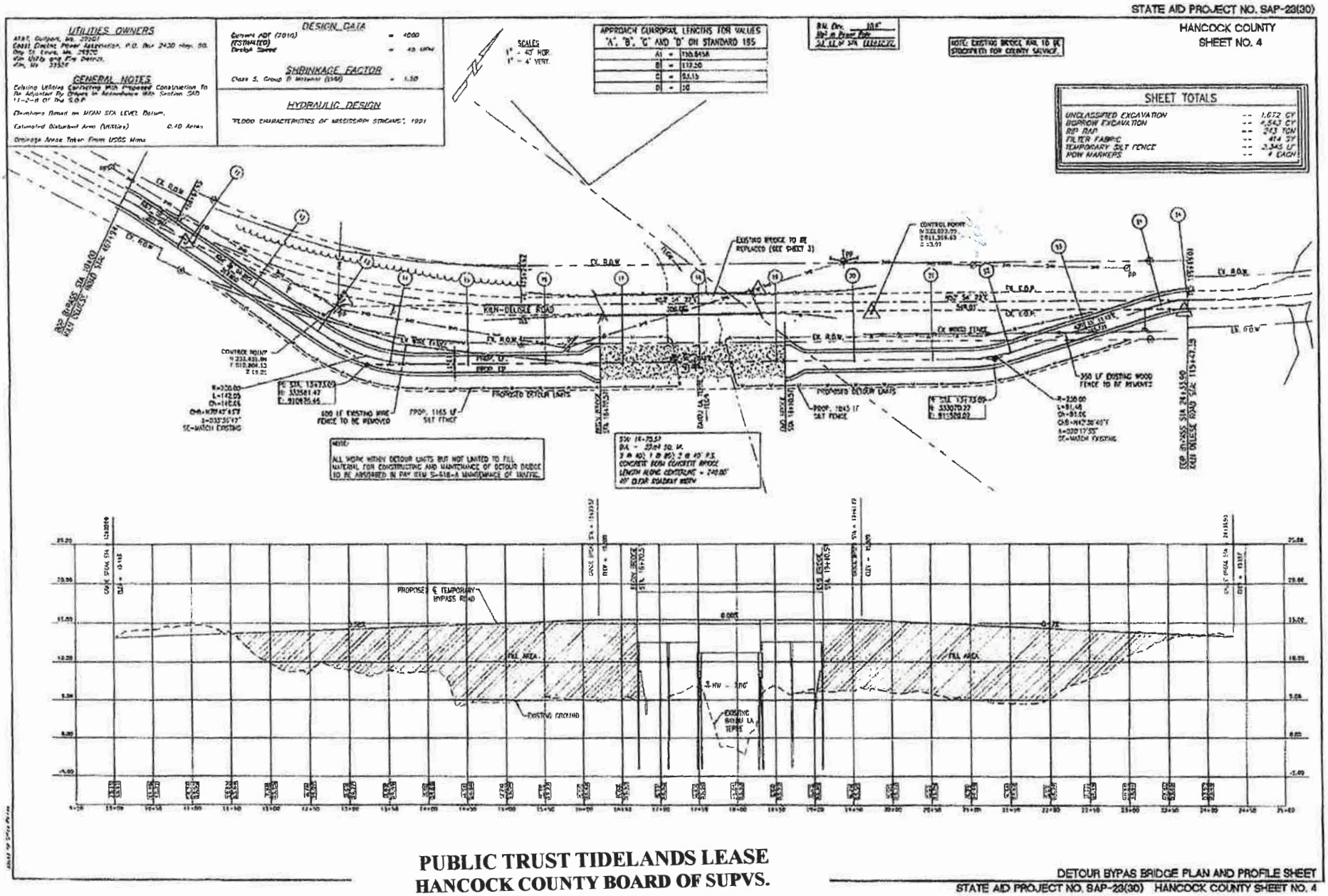
SCALE: 1" = 100'

Attachment: 20210517 - Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Kiln-Delisle Bridge Replacement – Bayou La Tere, Kiln, Mississippi)

Exhibit "2" (1 page)
(Bridge and Detour Bypass Bridge with Profile of Lease Area Provided by LESSEE)

Attachment: 20210517 - Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public Trust Tidelands Lease for Kiln Delisle



DETOUR BYPAS BRIDGE PLAN AND PROFILE SHEET
STATE AID PROJECT NO. SAP-23(30) HANCOCK COUNTY SHEET NO. 4

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPVS.
(Kiln Delisle Bridge Replacement -
Bayou La Tere, Kiln, Mississippi)
Exhibit "2" (Page 1 of 1)

Attachment: 20210517 - Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
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Exhibit "3" (1 page)
(Bridge Profile Sheet (Enlarged) of Lease Area Provided by LESSEE)

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PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPERVISORS
(Kiln-Delisle Bridge Replacement – Bayou La Tere, Kiln, Mississippi)

Exhibit "3" (1 page)
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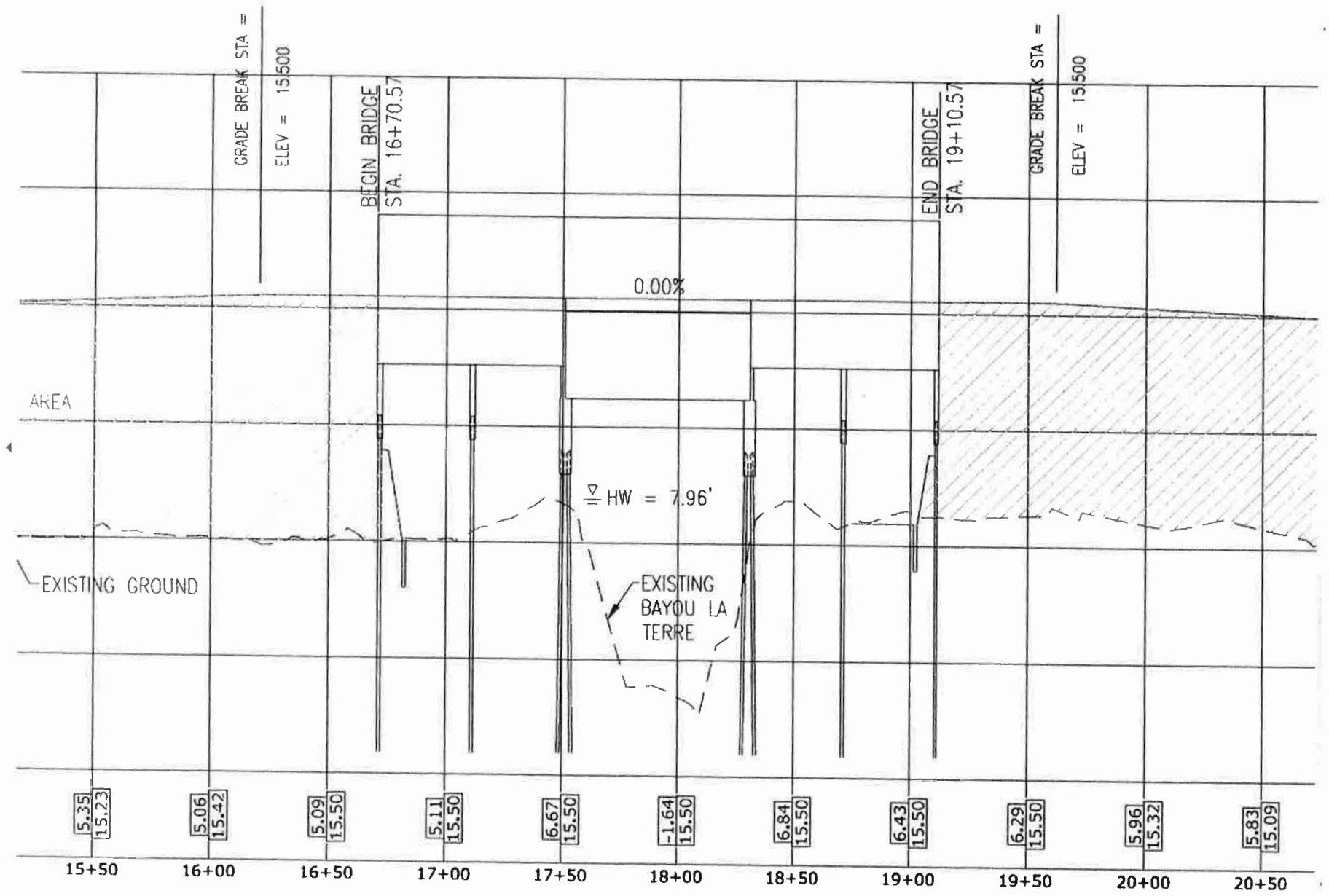

PUBLIC TRUST TIDELANDS LEASE
HANCOCK COUNTY BOARD OF SUPVS.
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Bayou La Tere, Kiln, Mississippi)
Exhibit "3" (Page 1 of 1)

Attachment: 20210517 - Sec. of State letter with Proposed Rent Exempt Lease 04-20-21 (8163 : Public

EXHIBIT 1
TASK ORDER REQUEST
221-076.001-1
(Amended 5-17-21)

Date: May 12, 2021

Description of Requested Work:

Provide preliminary design and layout for Elevating Beach Road from Lakeshore to Silver Slipper, preliminary design to be utilized to develop full probable cost of construction and fully develop proposed scope of work. Preliminary design to also be coordinated with Silver Slipper Development. Concept design phase will also include preliminary coordination meetings with environmental agencies. Provide Geotechnical, Survey (Not including Property Acquisition Surveys) and Remainder of Design. (Not included Construction Phase Service)

To be provided by Engineer (Use additional sheets if needed)

Preliminary Conceptual Design (T&M Not to Exceed)	$ 30,000.00
Environmental (T&M)	$ 40,000.00
Design Development (60%)	$ 121,000.00
Final Design	$ 101,000.00
Bid Phase (TBD)	$ TBD
Construction Phase (TBD)	$ TBD
Survey	$ 9,000.00
Geotech	$ 10,000.00

Estimated Cost of Work (Construction) $ 5– 5.5 million

Engineer's Signature

Date Accepted:

Signature

Attachment: 221-076.001 Elevating Beach Road - Amendment No. 1. (8168 : Elevating Beach Road from Lakeshore to Silver Slipper.)

EXHIBIT 2
COMPTON ENGINEERING, INC.
2020 CHARGE RATES

Labor Classification	Hourly Rate
Engineer Principal	$ 180.00
Architect	$ 150.00
Senior Project Engineer	$ 150.00
Project Engineer	$ 130.00
Engineer Intern	$ 100.00
Environmental Specialist	$ 100.00
Senior Project Manager	$ 135.00
Project Manager	$ 115.00
Senior Design Technician	$ 90.00
Design Technician	$ 80.00
GIS Coordinator	$ 80.00
Resident Project Representative	$ 85.00
Business Manager	$ 100.00
Specification Writer	$ 80.00
Administrative Assistant	$ 60.00
Professional Land Surveyor	$ 125.00
Senior Survey Technician	$ 150.00
Survey Technician	$ 65.00
Survey Crewman	$ 50.00
Subcontractors and Project Specific Expenses (With prior approval from Owner)	Cost + 10%

Attachment: 221-076.001 Elevating Beach Road - Amendment No. 1. (8168 : Elevating Beach Road from Lakeshore to Silver Slipper.)

Elevate Beach Road from Lakeshore to Silver Slipper Casino
Cost Estimate

	Description	Unit	unit $	QTY		TOTAL $
1	overexcavation	CY	8	14400	$	115,200.00
2	610 stone	TON	85	2000.7	$	170,059.50
3	Class 7	CY	15	26710.5	$	400,657.50
4	asphalt base	TON	100	1630.2	$	163,020.00
5	asphalt surface	TON	90	752.4	$	67,716.00
6	sheetpile	LF	550	4600	$	2,530,000.00
7	pile cap	LF	65	6130	$	398,450.00
8	class 9	CY	12	3078	$	36,936.00
9	concrete slope paving	CY	500	800	$	400,000.00
10	geogrid	SY	7	7410	$	51,870.00
11	striping and legends	LF	0.45	10260	$	4,617.00
12	detail striping & Legends	LF	1.15	2100	$	2,415.00
13	signage	EA	165	10	$	1,650.00
14	lift station cladding (decorative)	LS	75000	1	$	75,000.00
15	Drainage pipe	LF	150	500	$	75,000.00
16	Drain box	EA	3000	6	$	18,000.00
17	Guardrail	LF	400	18	$	7,200.00
18	Utility Relocation	LS	500000	1	$	500,000.00
19	Mobilization	LS	150000	1	$	150,000.00
20	MOT	LS	50000	1	$	50,000.00

CONSTRUCTION COST SUB-TOTAL	$	5,217,791.00
Engineering		
Design	$	250,500.00
Environmental (does not include studies)	$	50,000.00
survey	$	20,000.00
RPR	$	375,700.00
testing	$	30,000.00
ENGINEERING COST SUB-TOTAL	$	726,200.00
Right-Of-Way Allowance	$	250,000.00
Contingencies	$	506,009.00
TOTAL PROJECT COST	**$**	**6,700,000.00**

Attachment: 221-076.001 Elevating Beach Road - Amendment No. 1. (8168 : Elevating Beach Road from Lakeshore to Silver Slipper.)

Attachment: 20210517 - 221-076.001 Elevating Beach Road - Amendment No. 1. (8168 : Elevating Beach Road from Lakeshore to Silver Slipper.)

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BOARD OF SUPERVISO... HANCOCK COUN...

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Attachment: 20210517 - 221-076.001 Elevating Beach Road - Amendment No. 1. (8168 : Elevating Beach Road from Lakeshore to Silver Slipper.)

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

TRANSMITTAL

Date: May 13, 2021

Total No. of Pages: 9
(including this cover)

To: All Planholders

From: John J. Studstill, P.E.

Re: Replacement of Bridge No. 1 on Crane Creek Road

Attached herewith is Addendum No. 2 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 OR EMAILING TO COMPTON@COMPTONENGINEERING.COM. Acknowledgement of this addendum on page 1 of the Bid form is also required.

If you have any questions regarding this addendum, please call me at (228) 467-2770.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 2

FOR

REPLACEMENT OF BRIDGE NO. 2 ON CRANE CREEK ROAD

TO: Compton Engineering, Inc.
3036 Longfellow Drive
Bay St. Louis, MS 39520

Telephone: (228) 467-2770
Facsimile: (228) 467-2720
Email: compton@comptonengineering.com

We hereby acknowledge receipt of Addendum No. 2 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: _____

PASCAGOULA
BILOXI
BAY ST. LOUIS

Attachment: 00901-02 Addendum No. 2 (8176 : Spread Addendum No. 2 for Bridge No. 1 on Crane Creek Road.)

SECTION 00901-02
ADDENDUM NO. 2

Dated: May 13, 2021

Project: Replacement of Bridge No. 1 on Crane Creek Road	Owner: Hancock County Board of Supervisors	Engineer's Project No.: 219-076.002

The following changes, additions, and/or deletions are hereby made a part of the Project Manual for the Repairs to Hancock County Arena for the Hancock County Board of Supervisors dated March 31, 2021 as fully and completely as if the same were fully and completely set forth therein:

PROJECT MANUAL

Part 1- Bidding Requirements

1. SECTION 00410 BID FORM: **REMOVE** the entire section and **REPLACE** with ATTACHMENT NO. 1 TO ADDENDUM NO. 2 SECTION 00410 BID FORM.

Addendum #2 includes but is not limited to – adding pay item for Clearing & Grubbing, adding pay item for removal of pipe and headwall, adding pay items for installation of pipe and end sections. Revising fill and excavation quantities.

All bidders shall acknowledge receipt and acceptance of this Addendum No. 2 consisting of one (9) pages by signing the acknowledgement form preceding this addendum and acknowledging receipt on page 1 of the Section 00410-Bid. 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: 00901-02 Addendum No. 2 (8176 : Spread Addendum No. 2 for Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

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:

Replacement of Bridge No. 1 on Crane Creek Road

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: 00901-02 Addendum No. 2 (8176 : Spread Addendum No. 2 for Bridge No. 1 on Crane Creek 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: 00901-02 Addendum No. 2 (8176 : Spread Addendum No. 2 for Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

ARTICLE 5 – BASIS OF BID

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

BID FORM - CRANE CREEK BRIDGE REPLACEMENT					
ITEM NO.	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**
ROADWAY					
S-200-A	MOBILIZATION	LUMP SUM	L.S.		
S-201-A	CLEARING & GRUBBING	LUMP SUM	L.S.		
S-202-B	REMOVAL OF BRIDGE @ STA 18+99.37	1	UNIT		
S-202-B	REMOVAL OF PIPE AND HEADWALL	2	UNIT		
S-202-D	REMOVAL OF ASPHALT	1689	SQ.YD.		
S-203-A	UNCLASSIFIED EXCAVATION (FM)	187	CU.YD.		
S-203-E	BORROW EXCAVATION (CONTRACTOR FURNISHED)(LVM)(CLASS 7)	1749	CU.YD.		
S-304-A	GRANULAR MATERIAL (LVM) (CLASS 5, GROUP B)	81	CU.YD.		
S-304-C	CRUSHED STONE (SIZE 610)(FM)	19	CU.YD.		
S-403-A	HOT MIX ASPHALT (ST) (9.5 MM) (SURFACE)	256	TON		
S-403-A	HOT MIX ASPHALT (ST) (19 MM) (BASE)	494	TON		
S-603-C-D	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS III	180	LF		
S-603-C-E	44" X 27" REINFORCED CONCRETE ARCH PIPE, END SECTION	6	EACH		
S-606-B	GUARD RAIL, W BEAM	350	L.F.		
S-606-D	GUARD RAIL, BRIDGE END SECTION, TYPE "I" THRIE BEAM	4	EACH		
S-606-E	GUARD RAIL, TERMINAL END SECTION	4	EACH		
S-617-A	RIGHT-OF-WAY MARKERS (TYPE I)	8	EACH		
S-618-A	MAINTENANCE OF TRAFFIC	LUMP SUM	L.S.		
S-618-B	ADDITIONAL CONSTRUCTION SIGNS	0	SQ.FT.	$ 10.00	
S-621-C	4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (90 MILS)	2170	L.F.		
S-621-E-1	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 MILS)	2170	L.F.		
S-630-C	REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TYPE 3)	4	EACH		
EROSION CONTROL					
901-S-212-A	AGRICULTURAL LIMESTONE	2.50	TON		
S-212-B	COMMERCIAL FERTILIZER (13:13:13)	1.25	TON		
S-212-F	AMMONIUM NITRATE	0.13	TON		
S-214-A	SEEDING	1.25	ACRE		
S-215-A	VEGETATIVE MATERIALS FOR MULCH	2.50	TON		
S-233-A	TEMPORARY SILT FENCE (TYPE V) (AOS 0.15 - 0.84)	1,922.00	LIN.FT.		
907-237-A	WATTLES, 20"	200.00	LIN.FT.		
BRIDGE					
S-803-A	TEST PILE	2	EA		
S-803-B	CONVENTIONAL STATIC PILE LOAD TEST	0	EA	$ 4,000.00	
S-803-C	14" PRESTRESSED CONCRETE PILING	1160	LF		
S-806-A	31' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	24	EA		

Attachment: 00901-02 Addendum No. 2 (8176 : Spread Addendum No. 2 for Bridge No. 1 on Crane Creek Road.)

S-806-A	40' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	6	EA		
S-806-C	31' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	8	EA		
S-806-C	40' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	2	EA		
S-806-G	PRECAST CONCRETE BARRIER RAIL	328	LF		
S-806-I	31.33' PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	2	EA		
S-806-I	31' PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	2	EA		
S-806-J	31' PRECAST CONCRETE CAP, END UNIT, CONCRETE PILE	2	EA		
S-806-M	9.25' PRECAST WING	4	EA		
S-815-A	LOOSE RIP RAP (300 LB)	172	TONS		
S-815-E	GEOTEXTILE UNDER RIP RAP, TYPE V, AOS 0.21 - 0.43	292	SY		
	PROJECT TOTAL				

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 **90** ~~calendar~~ 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.
B. Miss. Code Annotated § 31-5-37.
C. Certified Employment Plan Form.
D. Agreement of Compliance.

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: 00901-02 Addendum No. 2 (8176 : Spread Addendum No. 2 for Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

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: 00901-02 Addendum No. 2 (8176 : Spread Addendum No. 2 for Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

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: 00901-02 Addendum No. 2 (8176 : Spread Addendum No. 2 for Bridge No. 1 on Crane Creek Road.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 2

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: 00901-02 Addendum No. 2 (8176 : Spread Addendum No. 2 for Bridge No. 1 on Crane Creek Road.)

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICE

156 Nixon Street
Biloxi, MS 39530

Phone: 228.432.2133
Fax: 228.432.8149

comptonengineering.com

PASCAGOULA
BILOXI
BAY ST. LOUIS

TRANSMITTAL

Date: May 12, 2021

Total No. of Pages: 24
(including this cover)

To: All Planholders

From: G. Joey Duggan, III
Senior Vice President

Re: Repairs to Hancock County Arena

Attached herewith is Addendum No. 4 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 OR EMAILING TO COMPTON@COMPTONENGINEERING.COM. Acknowledgement of this addendum on page 1 of the Bid form is also required.

If you have any questions regarding this addendum, please call me at (228) 467-2770.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 4

FOR

REPAIRS TO HANCOCK COUNTY ARENA

TO: Compton Engineering, Inc.
3036 Longfellow Drive
Bay St. Louis, MS 39520

Telephone: (228) 467-2770
Facsimile: (228) 467-2720
Email: compton@comptonengineering.com

We hereby acknowledge receipt of Addendum No. 4 for the above referenced project. We will ensure that Addendum No. 4 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: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

SECTION 00901-04
ADDENDUM NO. 4

Dated: May 12, 2021

Project:	Repairs to Hancock County Arena	Owner: Hancock County Board of Supervisors	Engineer's Project No.: 220-076.008

The following changes, additions, and/or deletions are hereby made a part of the Project Manual for the Repairs to Hancock County Arena for the Hancock County Board of Supervisors dated March 24, 2021 as fully and completely as if the same were fully and completely set forth therein:

PROJECT MANUAL

Attachment No. 1 to Addendum No. 4, Pre-Bid Conference Minutes, is now considered a part of this Project Manual.

Part 1 – Bidding Requirements

1. SECTION 00410 BID FORM: **REPLACE** this section in its entirety with **Attachment No. 2 to Addendum No. 4.**

   The Bid Form has been modified to change the quantity of painting from unit price to lump sum. A Bid Item has been added for electrical modifications at the base of columns, and an Alternate 4 has been added to paint the east portion of the barn and breezeway.

Part 2 – Contract Forms

1. SECTION 00520 CONTRACT: **CHANGE** the days to reach Substantial Completion from 90 days to 150 days and the days to reach Final Completion from 120 days to 180 days.

Part 5 – Drawings

1. The drawings shall be **REPLACED** in their entirety as **Attachment No. 3 to Addendum No. 4.**

   The Drawings have been modified to clarify sizes of anchor bolts, clarify the demolition of the concrete pedestal, and provide details for splitting the base plate and an option for welding an extension to the anchor bolts should the existing thread be determined unusable or unavailable to install a coupling.

All bidders shall acknowledge receipt and acceptance of this Addendum No. 4 consisting of one (1) page plus attachments by signing the acknowledgement form preceding this addendum and acknowledging receipt on page 1 of the Section 00410-Bid. Bids submitted without acknowledging receipt of the addendum may be considered non-responsive.

Sincerely,

HANCOCK COUNTY BOARD OF SUPERVISORS

By:_____
G. Joey Duggan, III, Senior Vice President

Attachment: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICE

156 Nixon Street
Biloxi, MS 39530

Phone: 228.432.2133
Fax: 228.432.8149

comptonengineering.com

PASCAGOULA
BILOXI
BAY ST. LOUIS

ATTACHMENT NO. 1 TO ADDENDUM NO. 4

MEMORANDUM

TO: All Attendees

FROM: G. Joey Duggan, III
Senior Vice President

SUBJECT: **PRE-BID CONFERENCE**
Repairs to Hancock County Arena
(CE Project Number 220-076.008)

DATE: May 12, 2021

MEETING DATE: May 6, 2021

PLACE: Compton Engineering, Inc.
3036 Longfellow Drive
Bay St. Louis, MS 39520

ATTENDEES: Kevin Ladner, Hancock County, Park Director
Mel Faciane, Hopkins Construction
Hugo (Bo) Favre III, Favre Steel
Steven Wright, Vets at Work Contracting
Joey Duggan, Compton Engineering, Inc
Geoffrey Clemens, Compton Engineering, Inc.
Dawn Malley, Compton Engineering, Inc.

ATTACHMENTS: Agenda
Meeting Minutes
List of Attendees

Attachment: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

AGENDA
PRE-BID CONFERENCE

Dated: May 6, 2021 Time: 10:00 A.M.

Project:	Repairs to Hancock County Arena	Location:	Funding Agent's Contract No.: N/A
Contract:	Repairs to Hancock County Arena		Engineer's Project No.: 220-076.008

1. **OPENING REMARKS**
2. **INTRODUCTION**
3. **FUNDING**
4. **SPECIAL PROVISIONS**
5. **BID**
6. **CONTRACT PERIOD**
7. **QUESTIONS FROM THE FLOOR**
8. **GENERAL COMMENTS**
9. **CLOSING REMARKS**

Attachment: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

MINUTES
PRE-BID CONFERENCE

Dated: May 6, 2021 Time: 10:00 A.M.

Project:	Repairs to Hancock County Arena	Location:	Funding Agent's Contract No.: N/A
Contract:	Repairs to Hancock County Arena		Engineer's Project No.: 220-076.008

1. OPENING REMARKS

The meeting began at approximately 10:00 A.M. A List of Attendees was provided for each person in attendance to sign. The List of Attendees is attached.

2. INTRODUCTION

The project includes repairing or replacing the deteriorated and missing components of the existing pre-engineered metal buildings at the Hancock County Multi-Purpose Arena located at 4184 Kiln Delisle Road, Kiln, MS. The scope of work associated with the deteriorated components includes repairing or replacing the bottom section of columns and removing and replacing defective roof purlins, wall girts, and trim. The work also includes replacing damaged or missing downspouts. New work shall include the construction of a 1,100 SYD concrete slab.

3. FUNDING

This project is funded by Hancock County Board of Supervisors.

4. SPECIAL PROVISIONS

N/A

5. BID

The Bid Form includes a unit price Base Bid and 3 Alternates (Alternate No. 1 Concrete, Alternate No. 2 Coating, and Alternate No. 3 Elevated Ridge).

6. CONTRACT PERIOD

The time of beginning, rate of progress, and time of completion of the work is the essence of the contract and is the responsibility of the Contractor. The work shall be executed as required by the Contract Documents. The substantial completion date will be **90 calendar days** from the date of the Notice to Proceed. If the Contractor fails to complete the project within the time limit, liquidated damages in the following amounts per calendar day will apply:

Substantial Completion:	$200.00 calendar day
Contract Completion:	$200.00 calendar day

7. QUESTIONS FROM THE FLOOR

Q. Requesting more time for completion of contract to 150 days?
A. The Contract Time will be modified to increase the time from 90 days to 150 days for Substantial Completion and from 120 days to 180 days for Contract Completion.

Q. Bolt Size to be verified. Can bolt be cut off?
A. Bolt sizes were confirmed in the field following the Pre-Bid Conference office meeting. The bolt size has been corrected in the Drawings. If a coupling cannot be utilized due to defective or lack of adequate threads available below the concrete, then the anchor bolt may be cut and an extension welded per the detail added to the Drawings.

Q. Substitute for coating structural members?
A. An equal system by Sherwin-Williams will be considered. Contractor to include the proposed system with their bid including each product, millage, finish, color, and data sheets for consideration.

Attachment: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

Q. **What is the value of the building and the year it was built for determining the Builder's Risk?**
A. The Owner's insurance policy has the arena valued at $1.98 million. It was built in 1996.

Q. **What is the Engineer's Estimate?**
A. $350,000 - $400,000.

Q. **What size and thickness (gauge) are the purlins and girts?**
A. The purlins and girts have been field measured at the bleachers to be 8" with 3" flange. The gauge of the material shall be determined by the Contractor.

Q. **Is the Contractor responsible for the electrical modifications, if necessary, at the columns?**
A. Any modifications to electrical components required to repair the column bases shall be included in the Bid. The Work shall include but shall not be limited to modifying conduit, shoring electrical panels, elevating receptacles, etc. All Work shall be performed in accordance with current codes and standards. A line item has been added to the Bid Form to include this Work.

Q. **Will the horizontal stabilizing bar from the arena panels to the column need to be relocated?**
A. Yes. The bar is currently bolted to the lower column bracket which will be removed before casting concrete. The bar shall be relocated to the existing upper bracket and bolted so that in rest on and above a horizontal panel rail to prevent the potential upward movement of the panel.

Q. **Clarify how the galvanized and black iron anchor bolts will be coupled.**
A. The requirement to hot-dip galvanize the anchor bolts, nuts, and washers will not be required. The Contractor shall furnish non-galvanized bolts, nuts, and washers. This material shall be pre-coated with the Carboguard 859 prior to installing. Then recoated upon complete installation with the prime and finish coat system specified for new construction.

Q. **Will the Contractor's be required to match the existing roof panel profile exactly?**
A. No. It is understood that the roof panel installed when the building was constructed may no longer be available. New panels matching the profile of the existing patch/splice panels will be acceptable.

8. **GENERAL COMMENTS**

A. **Any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law may not be considered for award. If the state does not have a preference law, then the contractor shall submit a letter stating such from an officer of the court.**

B. **The Engineer will confirm the validity of the Bidder's Contractor's License Number prior to recommending award. This will be accomplished by using the Board of Public Contractor's Website located at http://www.msboc.us/contractors.cfm. It shall be the Bidder's responsibility to insure his License Number submitted with the bid appears on the website.**

C. **Communications:** All communications between the Contractor and the Owner shall be made only through the Engineer. All questions, clarifications or guidance shall be in the form of a written Request for Information (RFI) and directed to the Engineer (email correspondence to both joey@comptonengineering.com and dawn@comptonengineering.com).

D. **Submittals required at the beginning of the project:** The Contractor shall submit the following submittals at the beginning of the project to Engineer for timely review**: CONSTRUCTION SCHEDULE** indicating the times (numbers of days or dates) for starting and completing the various stages of the work, including any milestones specified in the contract documents. **SCHEDULE OF SUBMITTALS** providing a workable arrangement, including the specification section number and description, for reviewing and processing the required submittals. **SCHEDULE OF VALUES** for all lump sum bid items.

E. **Pay Application Process:** The Contractor shall submit each application for payment by the 10th of each month to the Engineer on the form provided by the Engineer. The Contractor shall submit an updated construction schedule, project narrative, and current insurance certificate with each pay application making adjustments to the construction schedule as necessary based on actual progression of work. Upon receipt of a complete application for payment, updated construction schedule, project narrative, and current insurance certificate the Engineer shall have 10 days to review each application for payment from the date received and either return with comments to the Contractor or send to the Owner with a recommendation for payment. The Owner (HCBOS) meets the first and third Monday of each month. Forty-five days after the presentation of the application of payment to the Owner by the Engineer with a recommendation for payment the application for payment becomes due. The Owner will retain five percent (5%) of the amount of each estimate on this project.

Attachment: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

F. **Safety:** Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons, work, materials, equipment, and other property at the site or adjacent thereto. The Contractor shall be responsible for providing and adhering to traffic control measures at all times.

G. **Testing:** An inspection and testing agency shall be provided by the Contractor and approved by the Engineer to perform field and laboratory testing to verify compliance of the work with the requirements of this specification, and to ensure the achievement of the intents and purposes of work.

H. **Emergencies:** In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the Contractor is obligated to act to prevent threatened damage, injury, or loss. In the event of such an emergency, the Contractor shall act without previous instructions from the Owner or Engineer, as the situation may warrant.

I. **Public access to the site:** The Contractor shall be responsible for providing traffic control and maintaining access for local traffic at all times.

J. **Controlling access to the work areas:** Portions of the project site will be open for public use while construction is ongoing and the Contractor shall be responsible for ensuring that all work areas and equipment are secure at all times to prevent unauthorized access to work areas by the public and to prevent potential vandalism of equipment. This shall include installing temporary construction fencing and other related items as necessary to control access to the work areas and the cost for these temporary control measures shall be absorbed in the Mobilization/Demobilization pay item.

K. **Rain Day Calculations:** It is the Contractor's responsibility to take into account the average number of days lost to rain that the project area will be subject to during the contract duration. These rain days should be accounted for in the Contractor's proposed work schedule. Over the course of the project, rainfall amounts and duration will be tracked, and the Engineer will determine if any rain days above the expected average should be awarded. Only those days in excess of the expected average will be added to the contract time. Information detailing the average rainfall amounts for the project area based on historical data is located in the Supplementary Conditions, Article 12.03.

L. **Existing Utilities:** It is the Contractor's responsibility to work around existing utilities.

1. Known utilities and structures adjacent to or encountered in the work are shown on the drawings. The locations shown are taken from existing records and it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Owner, or the Engineer for their accuracy or completeness.
2. Contractor shall be responsible for contacting state's one-call location service prior to beginning execution.
3. Prior to move in, the Contractor shall verify the location of utilities, including depth and report this information to the Engineer. Conflicts, if any, will be resolved prior to move in.
4. No attempt has been made to locate services whether water, sewer, or gas. Location and repairs to services damaged by the Contractor are considered incidental to construction and the cost should be included in the applicable unit price or lump sum bid items.
5. In the event utilities and/or structures are encountered that are not shown on the drawings, adjustments to the Contract shall be provided for in accordance with the GENERAL CONDITIONS, ALTERATIONS. The Contractor shall excavate areas where latent components may materialize some time ahead of construction in order to allow the Owner to institute appropriate changes and to mitigate any delays.

M. **Bidders, please look over the Section 00800 Supplementary Conditions of the Construction Contract, Article 5 – Bonds and Insurance. Notice the minimum limits required by the Hancock County Board of Supervisors. Please make certain these minimums are in place by your insurance carrier prior to placing your bid.**

N. It was mentioned that some roof panels may need to be removed to install the new purlins. If any existing screws are pulled from the existing roof or wall panels to perform the work, then the Contractor shall replace that screw will a larger diameter screw (typically #12).

O. The Contractor will not be required to remove roof or wall panels to coat members where inaccessible. The Contractor shall be required to coat all subsurfaces of members that are visible and accessible.

P. All trim and downspouts to be provided shall match the existing color. It is understood that due to exposure to the elements the same color may not be an exact match.

9. CLOSING REMARKS

The meeting adjourned at approximately 10:45AM.

Attachment: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

ATTACHMENT NO. 1 TO ADDENDUM NO. 4

PRE-BID CONFERENCE
LIST OF ATTENDEES
REPAIRS TO HANCOCK COUNTY ARENA
FOR
HANCOCK COUNTY BOARD OF SUPERVISORS
MAY 6, 2021 AT 10:00 A.M.

Representative/ Company Name	Address	Phone Numbers and Email Address
Joey Duggan Compton Engineering, Inc.	156 Nixon Street Biloxi, MS 39530	Office: (228) 432-2133 Fax: (228) 432-8149 Cell: (228) 355-0398 Email: joey@comptonengineering.com
Kevin Ladner Hancock County		Office: ( ) - Cell: (228) 493 1582 Email: Kevin.ladner@co.hancock.ms.us
Mel Faciane Hopkins Construction	730 Hwy. 90 Bay St. Louis, MS 39520	Office: ( ) - Cell: (985) 960-0221 Email: Mfaciane@chooseHopkins.com
Hugo (Bo) Favre III Favre Steel	1012 Old Spanish Trail BSL MS 39520	Office: ( ) - Cell: (228) 222-0920 Email: favresteel@gmail.com
GEOFF CLEMENS COMPTON ENG	303b Longfellow BSL MS	Office: (228) 467 2770 Cell: ( ) 342-5357 Email: Geoff@Comptonengineering.com
Steven Wright Vets At Work Contracting		Office: (662) 394 5687 Cell: (662) 820 3441 Email: Vetsatwork2014@Gmail.com
Dawn Malley Compton Engineering, Inc.	303b Longfellow Drive BSL. MS 39520	Office: (228) 467 2770 Cell: (228) 216-4159 Email: dawn@comptonengineering.com
		Office: ( ) - Cell: ( ) - Email:
		Office: ( ) - Cell: ( ) - Email:
		Office: ( ) - Cell: ( ) - Email:

Attachment: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

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:

Repairs to Hancock County Arena

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: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

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: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

ARTICLE 5 – BASIS OF BID

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

BASE BID – REPAIRS TO HANCOCK COUNTY ARENA					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
1	Mobilization / Demobilization	LS	1		
2	Prepare and Coat Deteriorated Column Base	EA	19		
3	Repair Damaged Column Base (Type A)	EA	18		
4	Repair Damaged Column Base (Type B)	EA	22		
5	Repair Damaged Column Base (Type C)	EA	1		
6	Repair Damaged Column Base (Type D)	EA	6		
7	Remove and Replace Damaged Roof Purlins/Eave Channel	LF	1,500		
8	Remove and Replace Damaged Wall Girts	LF	320		
9	Remove and Replace Damaged Miscellaneous Trim (Color to Match Existing)	LF	1,300		
10	Replace Damaged/Missing Downspouts (Color to Match Existing)	EA	6		
11	Coating Roof Panel Seams (24” Wide)	LF	1,700		
12	R-Panel for Joint Splice (36” Wide x 24” Long Section)	LF	40		
13	Prepare and Coat All Metal Building Components in Arena and West portion of Barn	LS	1		
14	Electrical Modifications at Column Bases	LS	1		
TOTAL BASE BID (TO BE READ ALOUD):					

ALTERNATE NO. 1					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
1A	Earthwork for Concrete Slab	SY	1,100		
1B	Provide New Concrete Slab (including joints)	SY	1,100		
TOTAL ALTERNATE NO. 1 (TO BE READ ALOUD):					

Attachment: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

ALTERNATE NO. 2					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
2A	Coat Arena Roof (in lieu of Item 11 in Base Bid)	SQ	645		
	TOTAL ALTERNATE NO. 2 (TO BE READ ALOUD):				

ALTERNATE NO. 3					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
3A	Modify Elevated Ridge (provide ridge cap)	LF	564		
	TOTAL ALTERNATE NO. 3 (TO BE READ ALOUD):				

ALTERNATE NO. 4					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
4A	Prepare and Coat East Portion of Barn and Breezeway	LS	1		
	TOTAL ALTERNATE NO. 4 (TO BE READ ALOUD):				

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

The Owner reserves the right to award a Contract for the base bid and one, all or any combination of alternates to the lowest, responsible, responsive, qualified bidder. The Owner will adjust the final contract amount by utilizing any combination of the Bid Schedules and Alternate to adjust the scope of work for the available funds for the project.

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 120 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: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

ATTACHMENT NO. 2 TO ADDENDUM NO. 4

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)

Attachment: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

9.02 Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

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: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

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.)

9.03 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: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

CONTRACT DOCUMENTS
FOR CONSTRUCTION OF THE

HANCOCK COUNTY ARENA

THE HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY, MISSISSIPPI

HANCOCK COUNTY BOARD OF SUPERVISORS

SUPERVISORS

DISTRICT 1: Theresa Ryan
DISTRICT 2: Greg Shaw
DISTRICT 3: Kodie Koenenn
DISTRICT 4: Scotty Adam
DISTRICT 5: Darrin "Bo" Ladner

ATTORNEY:
Gary Yarborough

COUNTY ADMINISTRATOR
Eddie Favre

For information regarding
This contract, contact:

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DESIGN ENGINEER

REV FOR
ATTACHMENT 3
TO ADDENDUM NO.4
(5-12-21)

CE JOB No. 220-076.008

Attachment: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

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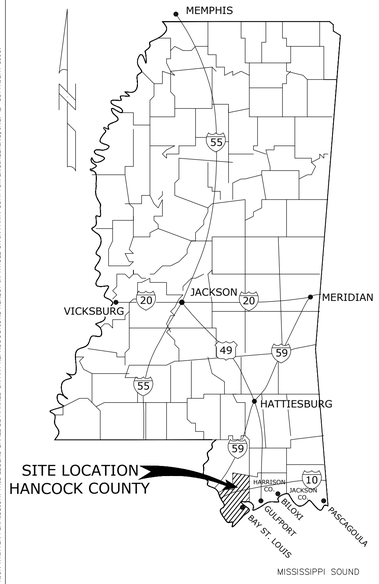
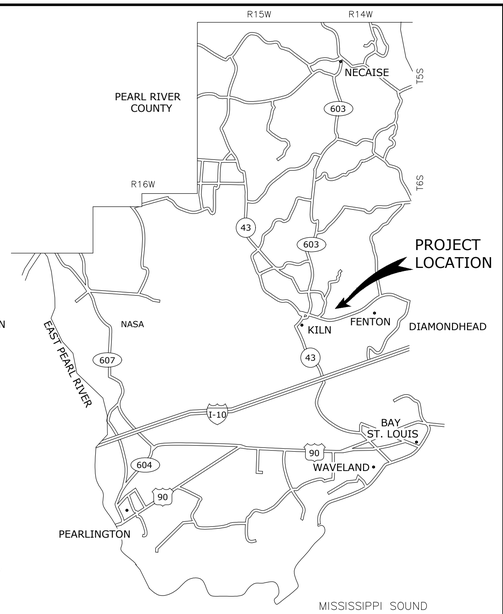
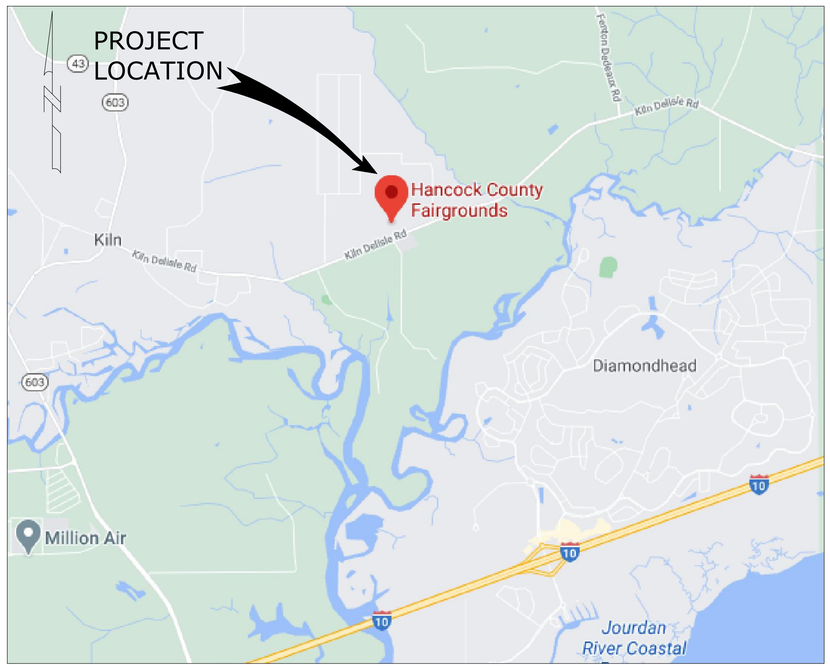


STATE OF MISSISSIPPI
NTS



HANCOCK COUNTY
NTS



SITE LOCATION MAP
NTS

GENERAL NOTES

1. IT IS THE INTENT OF THE CONTRACT DOCUMENTS TO PROVIDE FOR COMPLETE AND FINISHED WORK. ALL MISCELLANEOUS COMPONENTS, PARTS, ANCHORS, AND OTHER INCIDENTAL ITEMS REQUIRED FOR COMPLETE ASSEMBLY, FUNCTIONING AND OPERATION OF AN ITEM OR SYSTEM SHALL BE PROVIDED, WHETHER OR NOT SPECIFICALLY CALLED FOR.
2. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO DEFINE THE GENERAL DESIGN AND SCOPE OF THE WORK REQUIRED TO COMPLETE THE WORK. THE CONTRACTOR SHALL INCLUDE ALL COMPONENTS WHICH ARE NORMALLY INCIDENTAL TO THE WORK. THOSE COMPONENTS WHICH ARE NOT SHOWN ON THE DRAWING OR SPECIFIED BUT WHICH ARE REQUIRED AS AN ESSENTIAL AESTHETIC, FUNCTIONAL OR CODE REQUIRED ELEMENT OF THE WORK ARE TO BE INCLUDED.
3. TO ESTABLISH THE COMPLETE SCOPE OF ITS WORK AND TO EFFECT CLOSE COORDINATION WITH THE OTHER TRADES, EACH TRADE SHALL COMPLETELY REVIEW THE PLANS AND SPECIFICATIONS, NOT ONLY FOR ITS RESPECTIVE TRADE, BUT FOR THE WORK OF THE OTHER RELATED TRADES AS WELL. TITLES OF DIVISIONS (AND SECTIONS IN SPECIFICATIONS) IDENTIFYING WORK ARE PROVIDED FOR ORGANIZATIONAL AND REFERENCE PURPOSES AND SHALL NOT BE TAKEN AS AN ABSOLUTE SEPARATION OF THE TRADES OR OF THE UNITS OF MATERIAL AND LABOR.
4. CONTRACTOR SHALL COORDINATE AND OBTAIN ALL NECESSARY PERMITS AND APPROVALS OR GUIDELINES FROM GOVERNING REGULATORY AGENCIES BEFORE PROCEEDING WITH ANY ITEMS OF WORK UNDER OR WITHIN SUCH JURISDICTION(S).
5. ALL DIMENSIONS AND TIE-INS GOVERNED BY EXISTING CONDITIONS ARE APPROXIMATE AND ARE NOT GUARANTEED TO BE CORRECT. ALL SUCH DIMENSIONS AND CONDITIONS SHALL BE FIELD VERIFIED BY THE GENERAL CONTRACTOR PRIOR TO PROCEEDING WITH ANY WORK. IF CONDITIONS AND DIMENSIONS VARY FROM THOSE SHOWN, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT BEFORE PROCEEDING WITH WORK WHERE DIMENSIONS ARE NOT SHOWN. USE EXACT DIMENSIONS. DO NOT SCALE WHERE DIMENSIONS ARE SHOWN WITH +/- INDICATIONS ADJUSTMENTS MAY BE MADE TO SUIT FIELD CONDITIONS.
6. VERIFY CONDITIONS, SERVICES, DIMENSIONS, AND ELEVATIONS OF SITE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES. CALL BEFORE YOU DIG @ MISSISSIPPI ONE CALL SYSTEMS INC. PH#1-800-227-6477.
8. THE CONTRACTOR SHALL SUBCONTRACT WITH SUPPLIERS AND FABRICATION AND INSTALLATION COMPANIES WHICH CAN DEMONSTRATE THAT THEY POSSESS THE KNOWLEDGE, EXPERIENCE, AND PROVEN CAPABILITIES TO FULLY PERFORM ALL ASPECTS OF THE WORK REQUIRED WITHOUT OMISSION.
9. THE SCOPE OF THE PROJECT INCLUDES COATING ALL PRIMARY FRAMES AND SECONDARY METAL BUILDING MEMBERS.
10. REFER TO SECTION 09906 FOR COATING SPECIFICATION.

CONCRETE:

1. ALL CONCRETE SHALL BE 3000 PSI UNLESS NOTED OTHERWISE. ALL REINFORCING STEEL SHOULD BE GRADE 60 AND SHALL CONFORM TO THE ASTM SPECIFICATION A615. DETAILING OF REINFORCING STEEL SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE DETAILING MANUAL. WELDED WIRE FABRIC SHALL CONFORM TO ASTM SPECIFICATION A185 (GRADE 60). LAP CONTINUOUS UNSCHEDULED REINFORCING BARS 30 DIAMETERS UNLESS OTHERWISE NOTED. THERE SHALL BE NO HORIZONTAL CONSTRUCTION JOINTS IN CONCRETE POURS UNLESS APPROVED BY THE ENGINEER. ALL CONSTRUCTION JOINTS SHALL BE MADE WITH VERTICAL BULKHEADS. THE ENGINEER SHALL APPROVE THE CONTROL AND CONSTRUCTION JOINT. LOCATIONS SUBMITTED BY THE CONTRACTOR PRIOR TO THE CONTRACTOR FORMING FOR CONCRETE PLACEMENT.
2. ALL WORK SHALL CONFORM TO THE LATEST REQUIREMENTS OF ACI 318, CRSI AND THE INTERNATIONAL BUILDING CODES.

CONCRETE ANCHORS:

1. ANCHORS SHALL CONFORM TO THE REQUIREMENTS OF ANSI/ASTM STANDARD TEST METHODS FOR STRENGTH OF ANCHORS IN CONCRETE AND MASONRY ELEMENTS, DESIGNATION E488-10. THEY SHALL BE INSTALLED SO AS TO DEVELOP WITH A MAXIMUM PROVEN CAPACITY FOR THEIR TYPE AND SIZE, OR THE CAPACITY SHOWN ON THE DRAWINGS WITH A MINIMUM FACTOR OF SAFETY OF FOUR. INSTALLATION SHALL BE MADE WITH STRICT ADHERENCE TO THE MANUFACTURER'S RECOMMENDATIONS. ALL ANCHORS SHALL HAVE STANDARD U.S. THREADS (UNC).

REINFORCING STEEL:

1. ALL REINFORCING STEEL SHALL BE GRADE 60 AND SHALL CONFORM TO ASTM A615. DETAILING OF REINFORCING STEEL SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE DETAILING MANUAL. REINFORCING STEEL SHALL BE GALVANIZED OR EPOXY COATED WHERE INDICATED ON THE DRAWINGS.
2. PROVIDE STANDARD, BAR CHAIRS AND SPACERS AT 5'-0" CENTERS FOR ALL SLABS AND BEAMS ABOVE GRADE.
3. PROVIDE 20 GAUGE SHEET METAL BAR CHAIRS AT 4'-0" MAXIMUM CENTERS EACH WAY FOR ALL REINFORCING FOR SLABS AND BEAMS ON GRADE AND PILE CAPS.
4. LAP SPLICES SHALL BE CLASS A TENSION PER LATEST EDITION OF ACI 318 UNLESS NOTED OTHERWISE. WIRE FABRIC MUST OVERLAP ONE FULL MESH PLUS 6 INCHES AT SIDE AND END LAPS AND TIED TOGETHER.
5. REINFORCING STEEL MINIMUM COVERAGE SHALL BE AS FOLLOWS:

A. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH:	3"
B. CONCRETE EXPOSED TO EARTH OR WEATHER:	
NO. 6 THROUGH NO. 18 BARS	2"
NO. 5 BAR, W31 OR D31 WIRE, AND SMALLER	1-1/2"
C. CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:	
SLABS, WALLS, JOISTS:	
NO. 14 AND NO. 18 BARS	1-1/2"
NO. 11 BAR AND SMALLER	3/4"
BEAMS, COLUMNS:	
PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRALS	1-1/2"
SHELLS, FOLDED PLATE MEMBERS:	
NO. 6 BAR AND LARGER	3/4"
NO. 5 BAR, W31 OR D31 WIRE, AND SMALLER	1/2"

6. WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. SUPPORT WWF AT THE PROPER DEPTH PRIOR TO PLACING CONCRETE. PULLING UP WWF WHILE THE CONCRETE IS BEING PLACED WILL NOT BE ALLOWED. IN LIEU OF WWF, #3 BARS PLACED AT 12 INCHES ON CENTER EACH WAY, MAY BE USED AT THE CONTRACTOR'S OPTION AND AT THE CONTRACTORS EXPENSE.

ATTACHMENTS:

1. WELDING PROCEDURE TO BE IN ACCORDANCE WITH AWS D1.2-98 SPECIFICATIONS FOR WELDING SHEET STEEL IN STRUCTURES. CONSULT AWS D19.0 WELDING ZINC COATED STEEL AND ANSI Z49.1 FOR INFORMATION REGARDING SAFE WELDING PROCEDURES. USE 1/8" E60XX ELECTRODE MINIMUM. MINIMUM WELD THROAT THICKNESS (t) MUST MATCH OR EXCEED THE THICKNESS OF THE THINNEST CONNECTED SHEET.
2. ALL CONNECTIONS SHALL BE COMPLETE AT THE TIME OF INSTALLATION. FAILURE TO PROMPTLY COMPLETE CONNECTIONS MAY COMPROMISE THE STRUCTURAL INTEGRITY OF THE BUILDING.

SHEET INDEX:

GENERAL

COVER SHEET	G0.0	REV C
SITE LOCATION MAP, SHEET INDEX, GENERAL NOTES, & ABBREVS.	G1.0	REV E

STRUCTURAL

ARENA & BARN EXISTING CONDITIONS OVERALL BUILDING PLAN	S0.0	REV C
EXISTING CONDITIONS @ ARENA	S1.0	REV C
EXISTING CONDITIONS @ BARN & BARN BUILDING SECTION	S1.1	REV C
~~ARENA & BARN AREA REFLECTED CEILING PLAN~~	S1.2	REV C
ARENA ROOF PLAN	S1.3	REV B
ARENA BUILDING SECTIONS	S2.0	REV C
COLUMN REPAIRS	S2.1	REV D

ABBREVIATIONS

ADA	AMERICANS W/ DISABILITIES ACT	MTL.	METAL
ADD'L	ADDITIONAL	NAT.	NATURAL
A.F.F.	ABOVE FINISHED FLOOR	N	NORTH
AL	ALUMINUM	NO.	NUMBER
ARCH.	ARCHITECTURAL	N.T.S.	NOT TO SCALE
BLDG.	BUILDING	O.C.	ON CENTER
BM.	BEAM	O.D.	OUTSIDE DIAMETER
BOT.	BOTTOM	OPP.	OPPOSITE
BRD.	BOARD	PAV'MT	PAVEMENT
C.C.	CENTER TO CENTER	PL.	PLATE
C.J.	CONTROL JOINT	PLF.	POUNDS PER LINEAR FOOT
CMU.	CONCRETE MASONRY UNIT	PLYWD.	PLYWOOD
CONC.	CONCRETE	PNT.	PAINT
CONSTR.	CONSTRUCTION	PR.	PAIR
CJ	CONSTRUCTION JOINT	PROJ.	PROJECTION
CONT.	CONTINUOUS	PSF.	POUNDS PER SQUARE FOOT
CLG. HT.	CEILING HEIGHT	PSI.	POUNDS PER SQUARE INCH
DIA./ Ø	DIAMETER	PTD.	PAINTED
DIM.	DIMENSION	RAD.	RADIUS
DS.	DOWNSPOUT	RD.	ROAD
DWG./S	DRAWING/S	REINF.	REINFORCED
E	EAST	REQ'D.	REQUIRED
EA.	EACH	RF	RADIO FREQUENCY
E.F.	EACH FACE	S	SOUTH
E.J.	EXPANSION JOINT	SCHED.	SCHEDULE
ELEC.	ELECTRIC	SECT.	SECTION
EL.	ELEVATION	SHT.	SHEET
E.W.	EACH WAY	SL.	SLOPE
ENG.	ENGINEER	SIM.	SIMILAR
EQ.	EQUAL	SPEC.	SPECIFICATION
EXIST.	EXISTING	SS.	STAINLESS STEEL
EXP.	EXPANSION	ST.	STREET
EXT.	EXTERIOR	STD.	STANDARD
F.F.	FAR FACE - N.F. - NEAR FACE	STL.	STEEL
FDN.	FOUNDATION	STOR.	STORAGE
F..E.	FINISHED FLOOR ELEVATION	STRUCT.	STRUCTURAL
F.R.P.	FIBER REINFORCED POLYMER	SUSP'D	SUSPENDED
FTG.	FOOTING	TBD.	TO BE DETERMINED
G.B.	GRADE BEAM	THK.	THICK
G.C.	GENERAL CONTRACTOR	TYP.	TYPICAL
G.L.	GLASS	T&B	TOP AND BOTTOM
GR.	GRADE	T&G	TOUNGE AND GROOVE
GYP.	GYPSUM	T/STRUC.	TOP OF STRUCTURE
HP.	HIGH POINT	UON	UNLESS OTHERWISE NOTED
H.B.	HOSE BIBB	VERT.	VERTICAL
H/C	HANDICAPPED	W	WEST
HDW.	HARDWARE	W/	WITH
H.M.	HOLLOW METAL	W.C.	WATER CLOSET
HORR.	HORIZONTAL	WD.	WOOD
HT.	HEIGHT	WSTP	WATERSTOP
HWY.	HIGHWAY	WTR.	WATER
I.D.	INSIDE DIAMETER	W.W.F.	WELDED WIRE FABRIC
INFO.	INFORMATION	WIND.	WINDOW
INSUL.	INSULATION	℄	CENTERLINE/COLUMN LINE
INT.	INTERIOR	ℙ	PROPERTY LINE
LP.	LOW POINT	ℝ	STRUCTURAL LINE
LOUV.	LOUVER	R	RIDGE LINE
MAT.	MATERIAL		
MAX.	MAXIMUM		
MECH.	MECHANICAL		
MFR.	MANUFACTURER		
MGR.	MANAGER		
MIN.	MINIMUM		
MISC.	MISCELLANEOUS		
MSHD	MISSISSIPPI STATE HEALTH DEPARTMENT		

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LLI

REPAIRS TO HANCOCK COUNTY ARENA
HANCOCK COUNTY

VICINITY MAP, GENERAL NOTES AND SHEET INDEX

SCALE: AS NOTED
JOB NO.: 220-076.008
DATE: OCTOBER 2020
DSGN.: GJD
DWG. BY: JLS
CHK.: GMR
APV'D.:

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

0 1"

G1.0

	DATE	DESCRIPTION	BY	APVD
A	02/24/21	ISSUED FOR REVIEW	JLS	GJD
B	03-24-21	ISSUED FOR BID	JLS	GJD
C	04-12-21	ATTACHMENT 2A TO ADDENDUM NO. 1	JLS	GJD
D	04-26-21	ATTACHMENT 4A TO ADDENDUM NO. 2	JLS	GJD
E	05-12-21	ATTACHMENT 3 TO ADDENDUM NO.4	JLS	GJD

Attachment: 00901-04 Addendum No. 4 (6177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

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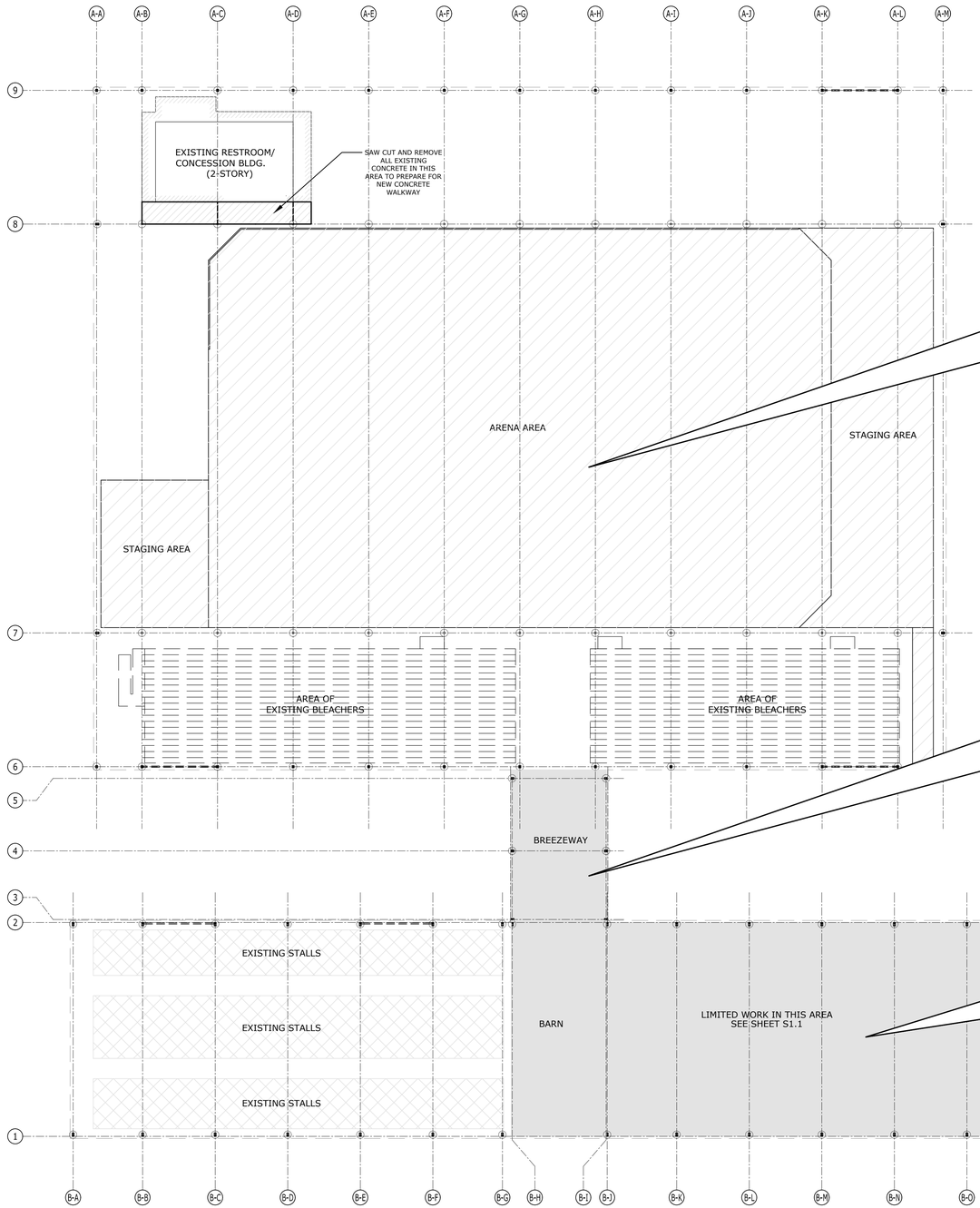

1 ARENA & BARN EXISTING CONDITIONS OVERALL BUILDING PLAN

NOT TO SCALE

PLAN NORTH

LEGEND

- NO WORK IN THIS AREA
- ARENA AND STAGING AREAS
- EXISTING STALLS
- EXISTING BLEACHERS

EXISTING ARENA

REFER TO S1.0 FOR ENLARGED PLAN

EXISTING BREEZEWAY

NO WORK IN THIS AREA

EXISTING BARN

REFER TO S1.1 FOR ENLARGED PLAN

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REPAIRS TO HANCOCK COUNTY ARENA
HANCOCK COUNTY

EXISTING CONDITIONS OVERALL BUILDING PLAN

SCALE: AS NOTED
JOB NO.: 220-076.008
DATE: OCTOBER 2020
DSGN.: GJD
DWG. BY: JLS
CHK.:
APVD.:

VERIFY SCALES
BAR IS ONE INCH ON
ORIGINAL DRAWING.
IF NOT ONE INCH ON
THIS SHEET ADJUST
SCALES ACCORDINGLY.

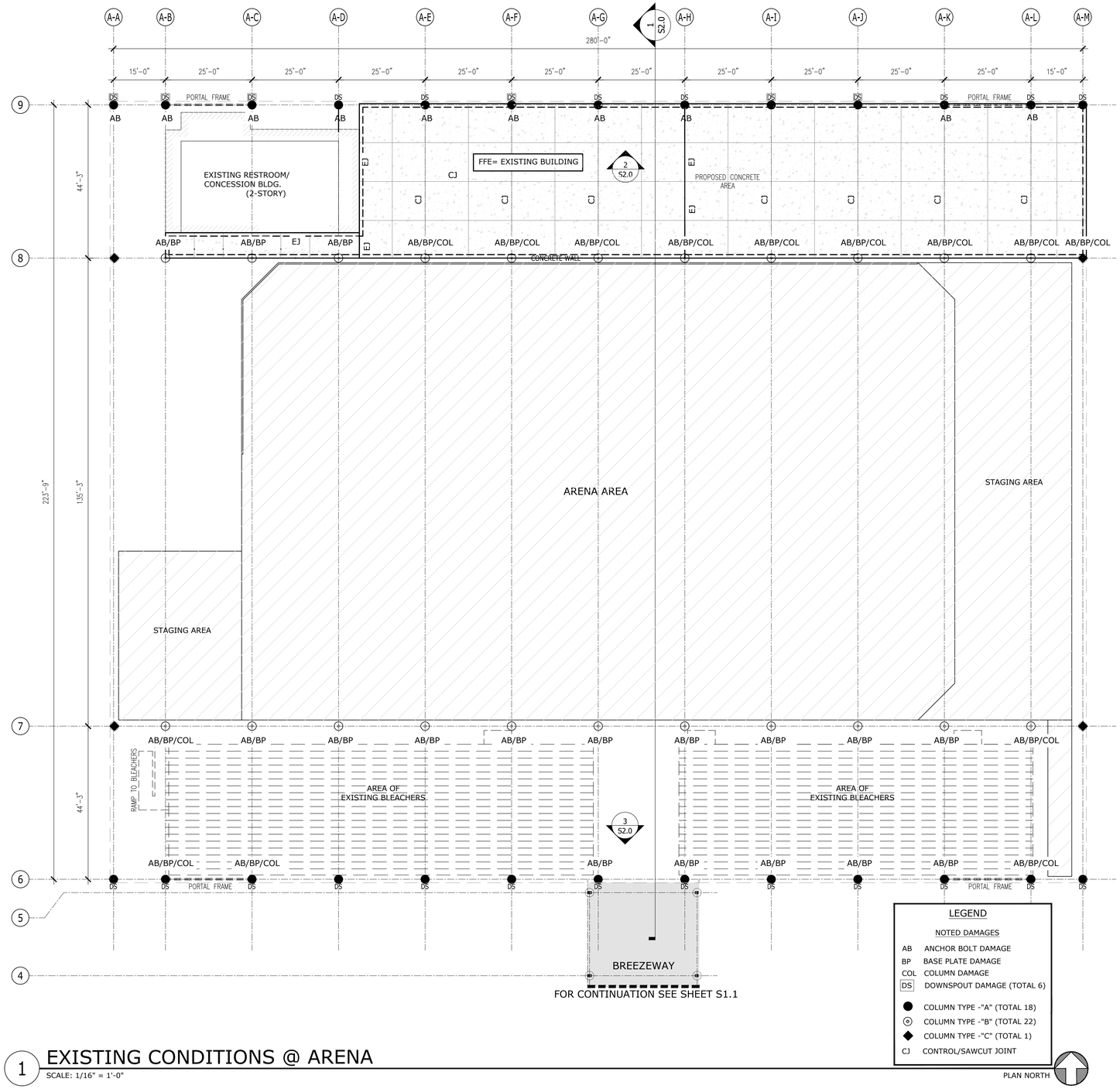
0 1"

S0.0

Rev. No.	DATE	DESCRIPTION	BY	APVD
A	02/24/21	ISSUED FOR REVIEW	JLS	GJD
B	03-24-21	ISSUED FOR BID	JLS	GJD
C	05-12-21	ATTACHMENT 3 TO ADDENDUM NO.4	JLS	GJD
C				

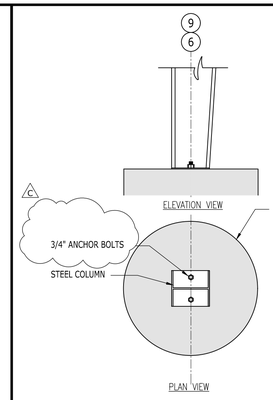
Rev. No. C

Attachment: 00903-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)



1 EXISTING CONDITIONS @ ARENA

SCALE: 1/16" = 1'-0"



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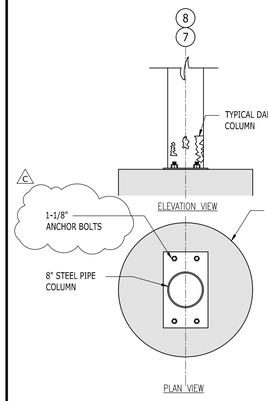

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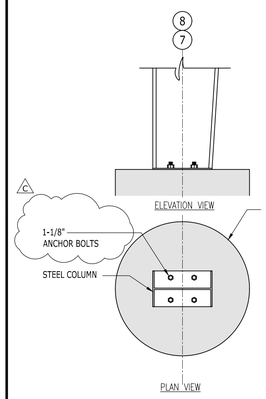

TYPE "C"

2 ARENA COLUMN TYPES

SCALE: 3/4" = 1'-0"

Rev. No. C

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REPAIRS TO HANCOCK COUNTY ARENA
HANCOCK COUNTY

EXISITNG CONDITIONS @ ARENA

SCALE: AS NOTED
JOB NO.: 220-076.008
DATE: OCTOBER 2020
DSGN.: GJD
DWG. BY: JLS
CHK.: GMR
APVD.:

VERIFY SCALES
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S1.0

	DATE	DESCRIPTION	BY	APVD
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B	03-24-21	ISSUED FOR BID	JLS	GJD
C	05-12-21	ATTACHMENT 3 TO ADDENDUM NO. 4	JLS	GJD

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Attachment: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

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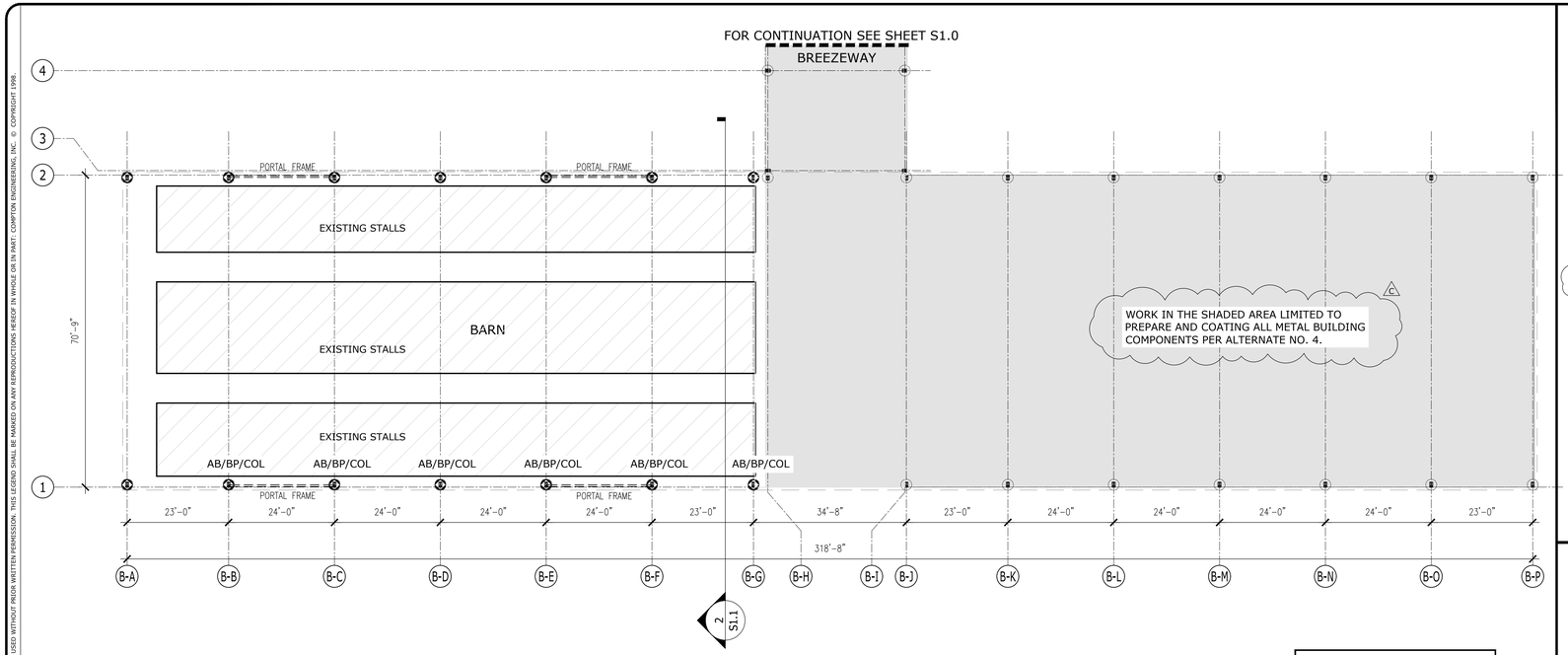


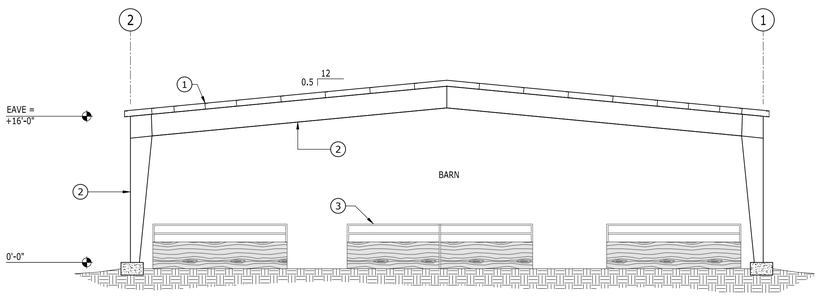
1 EXISTING CONDITIONS BUILDING PLAN @ BARN
SCALE: 1/16" = 1'-0"

PLAN NORTH

LEGEND

NOTED DAMAGES

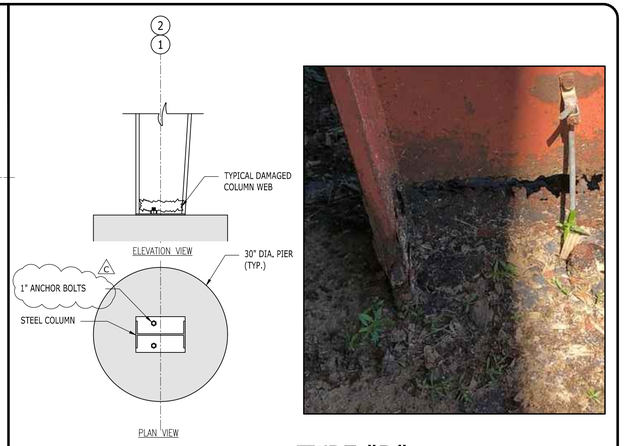
AB	ANCHOR BOLT DAMAGE
BP	BASE PLATE DAMAGE
COL	COLUMN DAMAGE
◇	COLUMN TYPE -"D" (TOTAL 6)



2 BUILDING SECTION @ BARN
SCALE: 1/8" = 1'-0"

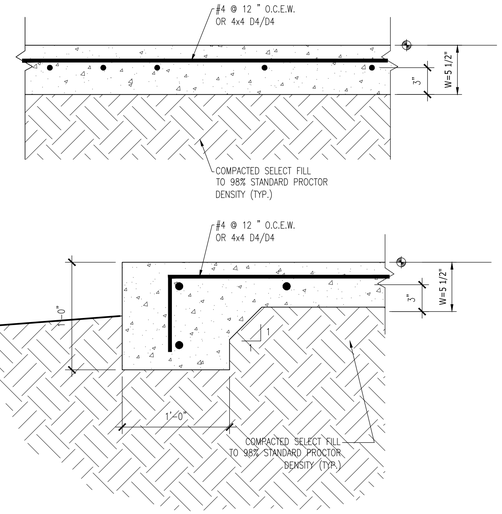
BUILDING SECTION KEY NOTES:

1. EXISTING ROOF PURLIN
2. EXISTING RIGID FRAME
3. EXISTING STALLS

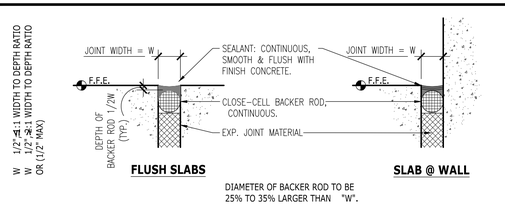


TYPE "D"

3 BARN COLUMN TYPE
SCALE: 3/4" = 1'-0"



4 TYPICAL CONCRETE SLAB
SCALE: 1 1/2" = 1'-0"



5 TYPICAL EXPANSION JOINT (EJ)
SCALE: 3/16" = 1'-0"

Rev. No. C

	DATE	DESCRIPTION	BY	APVD
A	02/24/21	ISSUED FOR REVIEW	JLS	GJD
B	03-24-21	ISSUED FOR BID	JLS	GJD
C	05-12-21	ATTACHMENT 3 TO ADDENDUM NO.4	JLS	GJD

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REPAIRS TO HANCOCK COUNTY ARENA
HANCOCK COUNTY

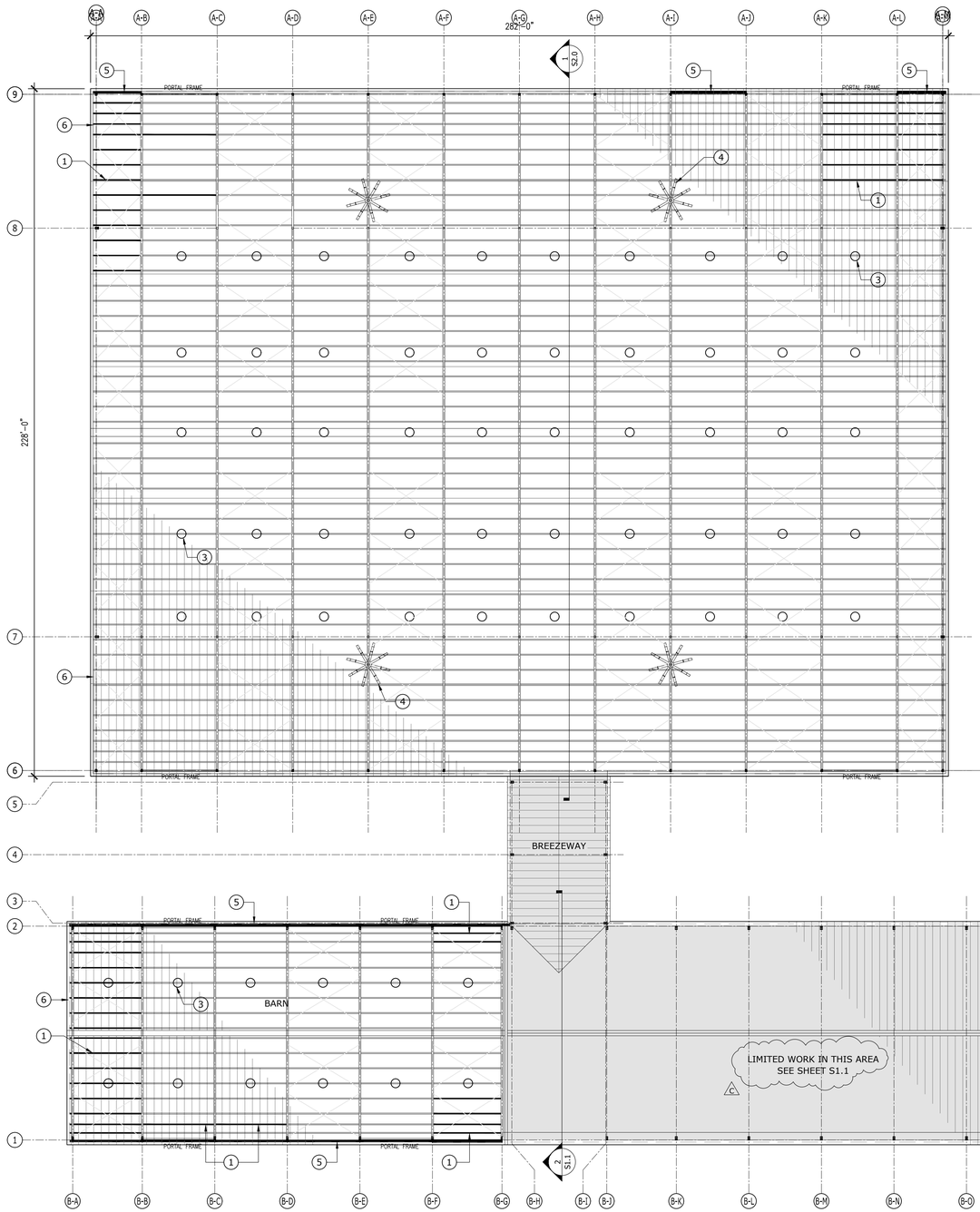
EXISTING CONDITIONS @ BARN AREA & BUILDING SECTION

SCALE: AS NOTED
JOB NO.: 220-076 008
DATE: OCTOBER 2020
DSGN.: GJD
DWG. BY: JLS
CHK.: GHR
APVD.:

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY
0 1"

S1.1

Attachment: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)



REFLECTED CEILING KEY NOTES:

1. DAMAGED EXISTING ROOF PURLIN (APPROXIMATELY 1,106 LF)
2. EXISTING RIGID FRAME
3. EXISTING LIGHT FIXTURE
4. EXISTING FAN
5. DAMAGED EXISTING EAVE CHANNEL (APPROXIMATELY 347 LF)
6. DAMAGED EXISTING RAKE TRIM (APPROXIMATELY 200 LF)

C

EXISTING CONDITIONS

1 ARENA & BARN EXISTING REFLECTED CEILING PLAN

NOT TO SCALE

PLAN NORTH

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REPAIRS TO HANCOCK COUNTY ARENA
HANCOCK COUNTY

EXISTING CONDITIONS OVERALL REFLECTED CEILING PLAN

SCALE: AS NOTED
JOB NO.: 220-076.008
DATE: OCTOBER 2020
DSGN.: GJD
DWG. BY: JLS
CHK.: GMR
APVD.:

VERIFY SCALES
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0 1"

S1.2

	DATE	DESCRIPTION	BY	APVD
A	02/24/21	ISSUED FOR REVIEW	JLS	GJD
B	03-24-21	ISSUED FOR BID	JLS	GJD
C	05-12-21	ATTACHMENT 3 TO ADDENDUM NO. 4	JLS	GJD

Rev. No. C

Attachment: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

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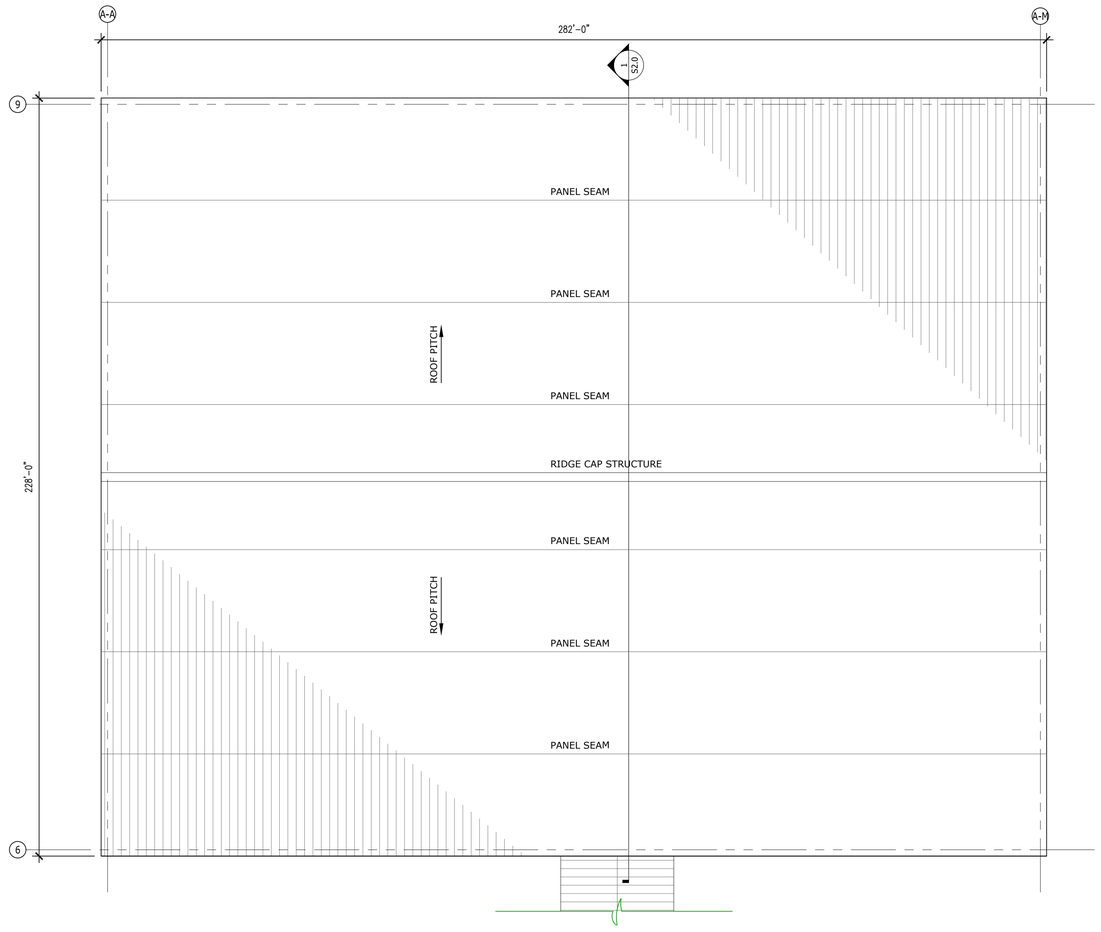
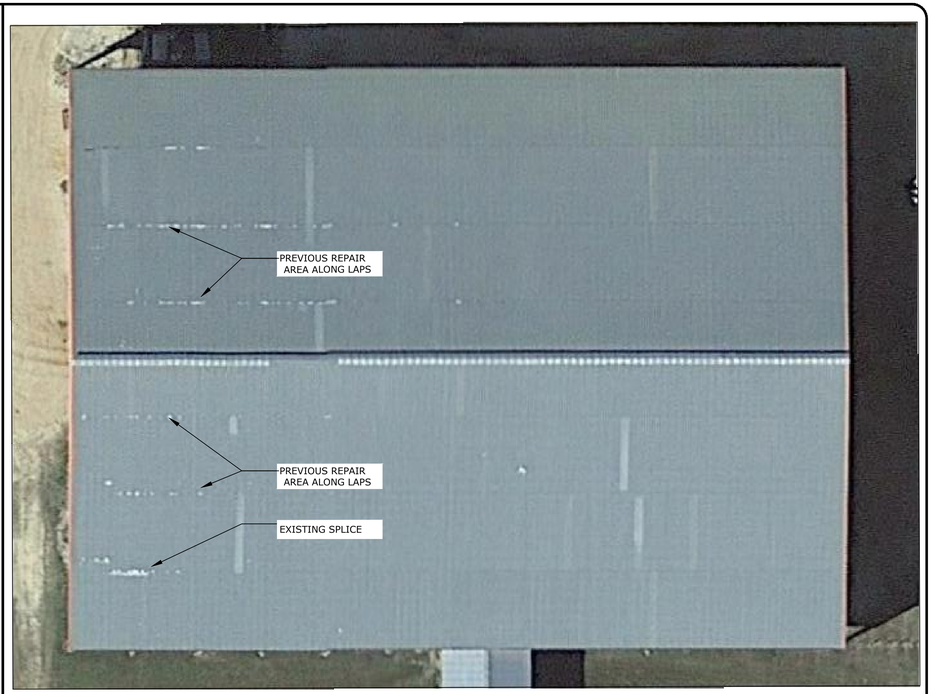
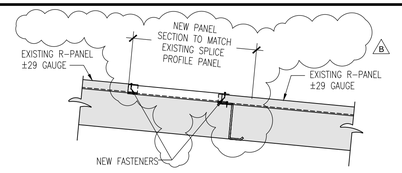


1 OVERALL ARENA ROOF PLAN
NOT TO SCALE
PLAN NORTH



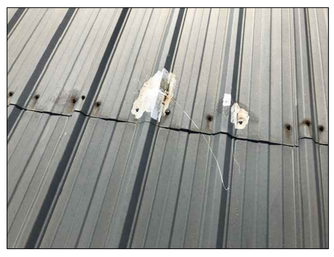
2 EXISTING CONDITION OF ARENA ROOF
NOT TO SCALE
PLAN NORTH



3 TYPICAL PANEL SPLICE @ PANEL JOINT VOIDS/HOLES
NOT TO SCALE

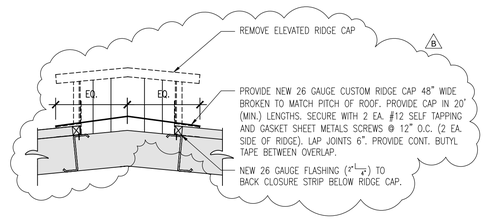
TYPICAL ROOF PANEL PROFILE

TYPICAL ROOF LAP CONDITION


EXISTING ROOF LAP REPAIRS

EXISTING ROOF SPLICE REPAIRS

4 EXISTING CONDITION PHOTOS
NOT TO SCALE



5 ELEVATED RIDGE DETAIL
NOT TO SCALE

Rev. No. B

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REPAIRS TO HANCOCK COUNTY ARENA
HANCOCK COUNTY

ARENA ROOF PLAN

SCALE: AS NOTED
JOB NO.: 220-076.008
DATE: OCTOBER 2020
DSGN.: STD
DWG. BY: JLS
CHK.: GMR
APVD.:

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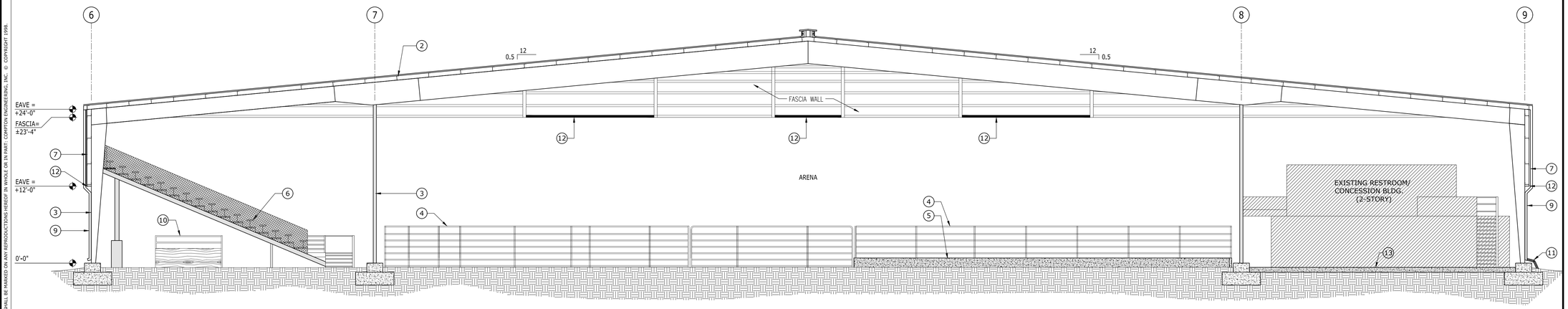
0 1"

S1.3

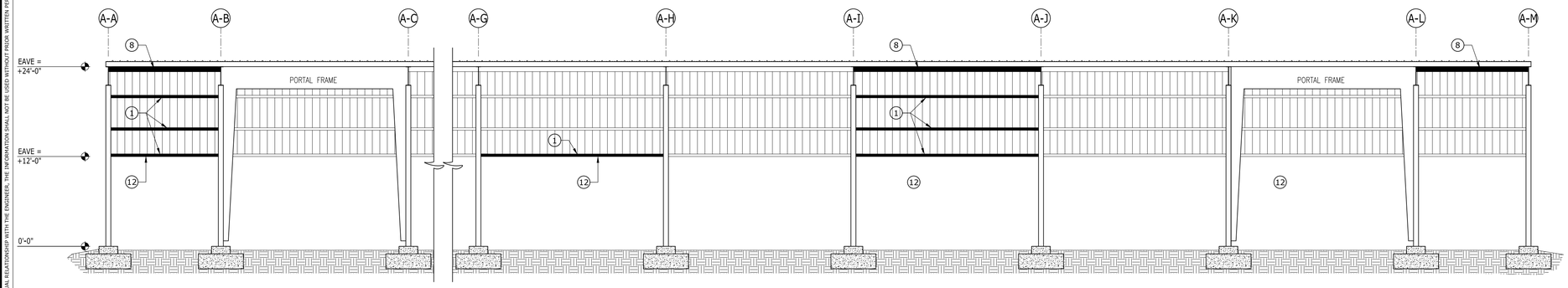
	DATE	DESCRIPTION	BY	APVD
A	4/26/21	ATTACHMENT 4B TO ADDENDUM NO. 2	JLS	GJD
B	05-12-21	ATTACHMENT 3 TO ADDENDUM NO.4	JLS	GJD

Attachment: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)



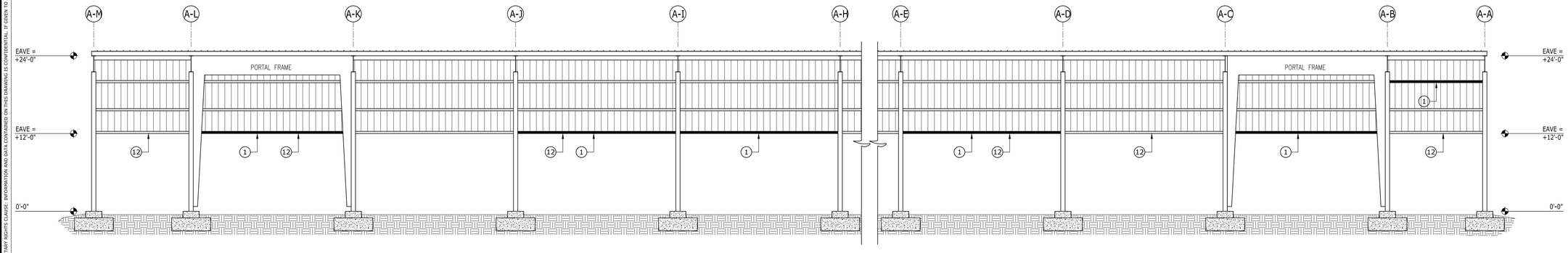
1 BUILDING SECTION @ ARENA

SCALE: 1/8" = 1'-0"



2 BUILDING SECTION @ ARENA

SCALE: 1/8" = 1'-0"



3 BUILDING SECTION @ ARENA

SCALE: 1/8" = 1'-0"

BUILDING SECTION KEY NOTES:

1. REMOVE AND REPLACE EXISTING DAMAGED WALL GIRT (APPROXIMATELY 311 LF)
2. EXISTING ROOF PURLIN
3. EXISTING RIGID FRAME
4. EXISTING ARENA RAILING
5. EXISTING ARENA CONCRETE WALL UP TO ± 10" A.F.F.
6. EXISTING BLEACHERS
7. EXISTING METAL WALL PANEL
8. REMOVE AND REPLACE EXISTING CHANNEL AT EAVE (APPROXIMATELY 347 LF)
9. EXISTING GUTTER AND DOWNSPOUT
10. EXISTING STALLS
11. DOWNSPOUT DRAIN
12. REPLACE "J" TRIM AS REQUIRED (APPROXIMATELY 1,100 LF)
13. PROPOSED CONCRETE AREA

Rev. No. C

	DATE	DESCRIPTION	BY	APVD
A	02/24/21	ISSUED FOR REVIEW	JLS	GJD
B	03-24-21	ISSUED FOR BID	JLS	GJD
C	05-12-21	ATTACHMENT NO. 3 TO ADDENDUM NO. 4	JLS	GJD

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REPAIRS TO HANCOCK COUNTY ARENA
HANCOCK COUNTY

BUILDING SECTIONS

SCALE: AS NOTED
JOB NO.: 220-076.008
DATE: OCTOBER 2020
DSGN.: GJD
DWG. BY: JLS
CHK.: GMR
APVD.: GMR

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0 1"

S2.0

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Attachment: 00901-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

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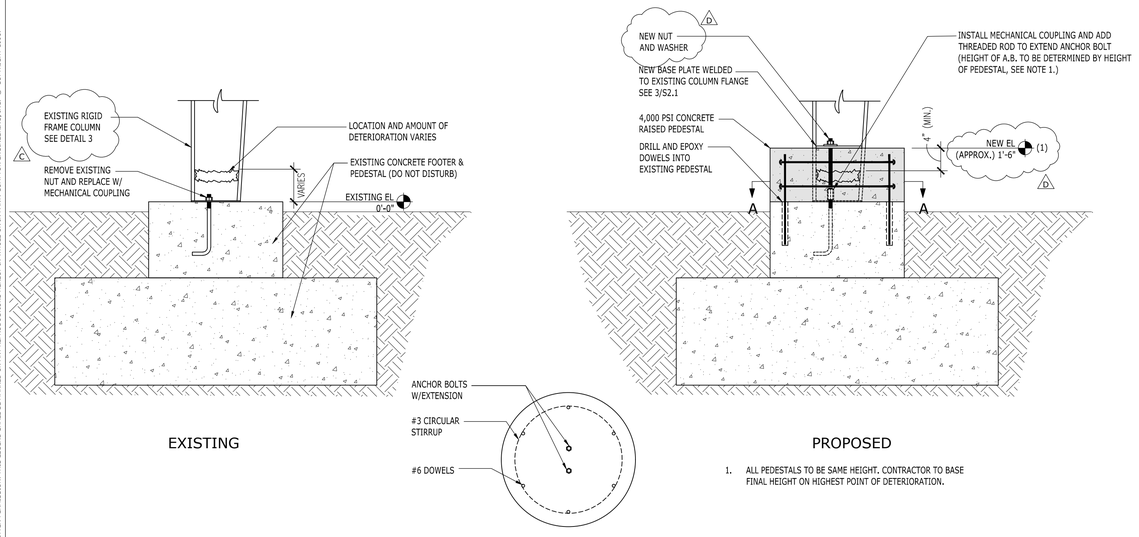


EXISTING

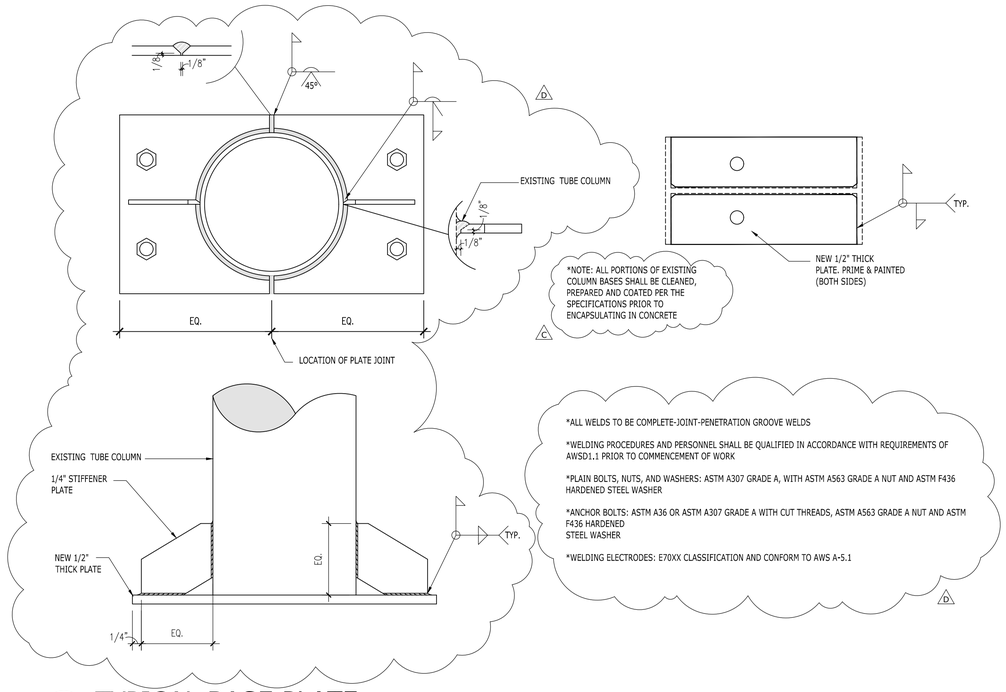
PROPOSED

SECTION A-A

1. ALL PEDESTALS TO BE SAME HEIGHT. CONTRACTOR TO BASE FINAL HEIGHT ON HIGHEST POINT OF DETERIORATION.

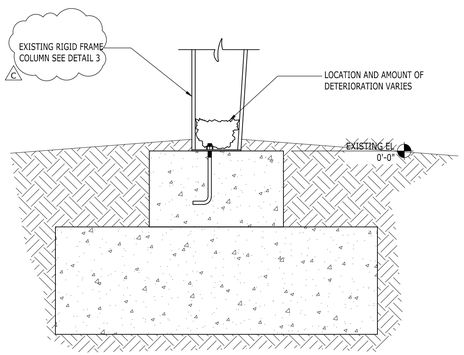
1 TYPICAL DAMAGED COLUMN REPAIR - TYPE A (EXISTING PORTION OF EXPOSED ANCHOR BOLT THREAD SALVAGEABLE)

SCALE: 3/4" = 1'-0"

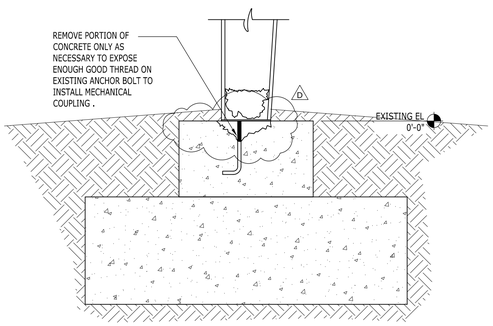


3 TYPICAL BASE PLATE

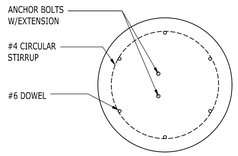
SCALE: 3" = 1'-0"



EXISTING



DEMO

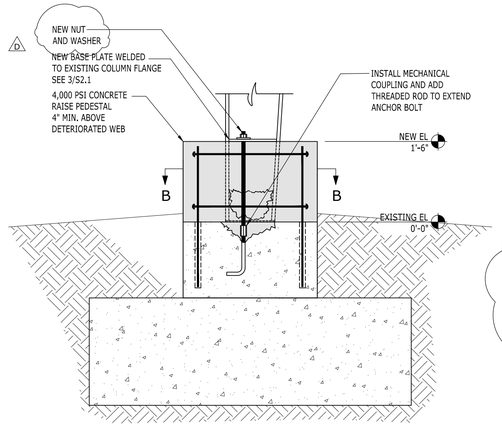


SECTION B-B

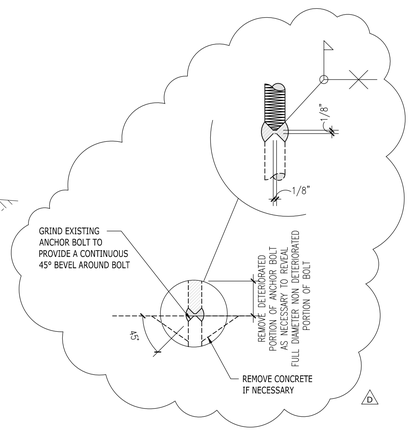
1. TEMPORARILY SHORE COLUMN PRIOR TO DEMO.
2. REMOVE SOIL AROUND PEDESTAL.
3. REMOVE NUTS AND CORRODED PORTION OF ANCHOR BOLT.
4. REMOVE CONCRETE PEDESTAL TO EXPOSE NON DETERIORATED ANCHOR BOLT THREAD.
5. ANCHOR BOLTS ARE NOT DESIGNED TO PROVIDE FOR BUILDING STABILITY DURING ERECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY BRACING UNTIL ALL STRUCTURAL COMPONENTS HAVE BEEN INSTALLED AND SECURED.

2 TYPICAL DAMAGED COLUMN REPAIR - TYPE B (DEMO PEDESTAL TO REVEAL USABLE ANCHOR BOLT THREAD)

SCALE: 3/4" = 1'-0"



PROPOSED



4 ALTERNATE DETAIL IN LIEU OF MECHANICAL COUPLING

SCALE: 3" = 1'-0"

	DATE	DESCRIPTION	BY	APVD
A	02/24/21	ISSUED FOR REVIEW	JLS	GJD
B	03-24-21	ISSUED FOR BID	JLS	GJD
C	04-12-21	ATTACHMENT NO. 2B TO ADDENDUM NO. 1	JLS	GJD
D	05-12-21	ATTACHMENT 3 TO ADDENDUM NO. 4	JLS	GJD

Rev. No. D

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REPAIRS TO HANCOCK COUNTY ARENA
HANCOCK COUNTY
COLUMN REPAIR

SCALE: AS NOTED
JOB NO.: 220-076.008
DATE: OCTOBER 2020
DSGN.: GJD
DWG. BY: JLS
CHK.: GMR
APVD.:

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY.
0 1"

S2.1

Attachment: 00903-04 Addendum No. 4 (8177 : Spread Addendum No. 4 for Repairs to Hancock County Arena.)

Valerie Fitts

From: Mark Gotjen <mark@powersystemsofms.net>
Sent: Friday, April 30, 2021 10:13 AM
To: Vic Johnson
Subject: PM Contract 500 KW
Attachments: 20210430_103153.pdf

Caution: External email.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks Mark

Mark Gotjen
(President)
Power Systems of MS
14313 Stenum St. Ste. D
Biloxi, MS, 39532
228-818-8315 (Office)
228-818-8317 (Fax)
mark@powersystemsofms.net

-----Original Message-----
From: Sharp Scanner <donotreply0copier@gmail.com>
Sent: Friday, April 30, 2021 10:32 AM
To: Mark Gotjen <mark@powersystemsofms.net>
Subject: Power System

Reply to: Sharp Scanner <mark@powersystemsofms.net> Device Name: Not Set Device Model: MX-3050N
Location: Not Set

File Format: PDF (Medium)
Resolution: 300dpi x 300dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
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http://www.adobe.com/

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ExchangeDefender Message Security: Click below to verify authenticity

Attachment: Annex Gen. maint. thru May 2022 (8166 : Annex generator maintenance thru May 2022.)

http://www.exchangedefender.com/verify.asp?id=13UEs8FJ032208&from=mark@powersystemsofms.net

Power Systems of MS

14313 Stenum St., Suite D
Biloxi, MS 39532
Phone: (228)-818-8315 Fax: (228)-818-8317
E-mail: mark@powersystemsofms.net

4/30/2021

Hancock County Maintenance Dept.
854 Hwy 90
Bay St. Louis, Ms. 39520

ATTN: Vic Johnson

RE: 1 year 2 visits Preventative Maintenance Agreement 500kw Kohler

NOTE: This does not cover belts, hoses, air filters, batteries or any other parts. There will be an additional charge for these items.

This includes 41 point inspection.

We are pleased to provide pricing for your standby generators.

Power Systems list below the Preventative Maintenance Agreement

One Time Preventative Maintenance Agreement

Basic Pm Service/ Inspection – Change oil, oil filters, fuel filters dispose of waste oil and filters. Check all components of generator and transfer switch top off fluids.

Semi-Annual Inspection- Check all components of generator and transfer Switch top off all fluids

Attachment: 20210517 - Power Systems of MS Maintenance Agreement - signed (8166 : Annex generator maintenance thru May 2022.)

Your cost for this agreement is **$2,425.00,** Any additional work would be done at a reduced rate of 10% off (our current rate is $100 per hour), plus parts and travel, however this would not be done without prior approval.

It is a factory recommendation that preventative maintenance be done on this equipment annually, by an authorized generator company. Preventative maintenance can identify problems and correct before they become a major failure, saving you costly downtime and dollars.

We at Power Systems provide 24 hour service with qualified technicians seven days a week, and our PM customers receive priority service

If this agreement is acceptable to you please sign and return

Should you have any questions or concerns about this agreement please do not hesitate to call.

Sincerely,

Mark Gotjen
Power Systems of MS

Accepted by

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: 20210517 - Power Systems of MS Maintenance Agreement - signed (8166 : Annex generator maintenance thru May 2022.)

Valerie Fitts

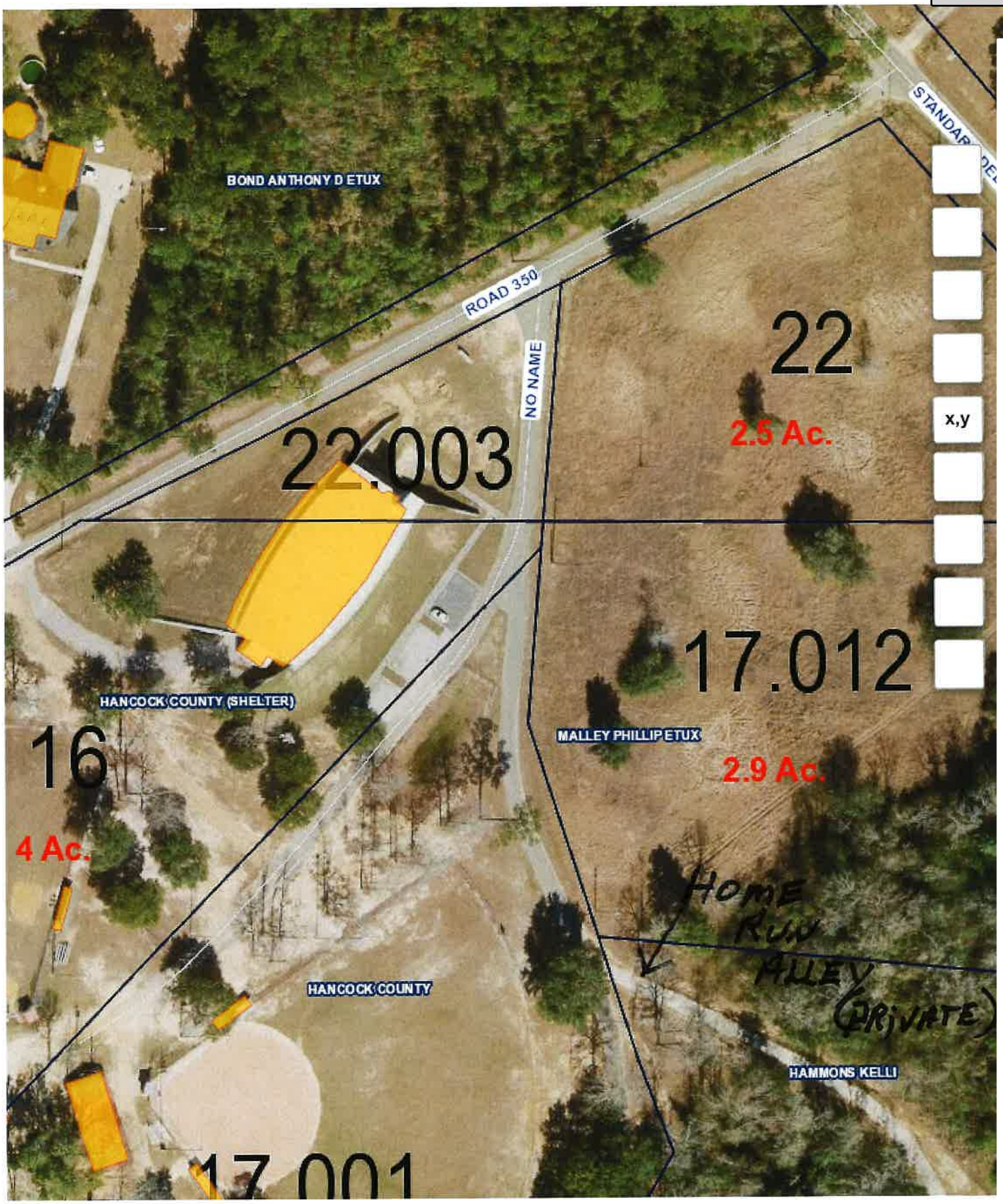
From: Michelle Cuevas
Sent: Monday, May 10, 2021 11:49 AM
To: Rachelle Berry; Vic Johnson
Subject: NEW ROAD APPROVAL
Attachments: scan.pdf

Please add to the next board meeting agenda.

Thanks,
Michelle

From: HPMCuevas <HPMCuevas@co.hancock.ms.us>
Sent: Monday, May 10, 2021 5:39 AM
To: Michelle Cuevas <Michelle.Cuevas@co.hancock.ms.us>
Subject:

Attachment: Marie Failla Lane private road (8169 : Petition request from E911 regarding Marie Failla Lane private road.)



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0 50 100ft

Attachment: Home Run Alley_20210512163015 (8173 : Discussion regarding R.O.W. to Home Run Alley from Road 350.)

MINUTES OF THE BOARD OF SUPERVISORS

APPROVE PETITION TO NAME OR RE-NAME NO NAME ROAD TO HOME RUN ALLEY (PRIVATE ROAD) PARCEL 056-0-24-017.000, SECTION 24, TOWNSHIP 6, RANGE 14, DISTRICT # 3, OWNER PHILLIP MALLEY, PRIVATE ROAD

It was moved by Supervisor Lisa Cowand, seconded by Supervisor David Yarborough, that the Petition to name or re-name a no-name road to Home Run Alley, Parcel 056-0-24-017.000, Section 24, Township 6, Range 14, District #3, owner Phillip Malley, private road, as examined by the Hancock County E-911 Addressing office, be and it is hereby approved.

The matter then being put to a roll call vote, the result was as follows:

Those voting Yes: Supervisors David Yarborough, Lisa Cowand, Steve Seymour and Jay Cuevas.

Those voting No: None.

Those Absent: Supervisor Rodrick Pullman, excused absence, (arrived late).

The motion having received the affirmative vote of a majority of the members of the Board, the Vice President declared the motion carried this the 15th day of February, 2006.

****

21,514
e/s

Hancock County Board Of Supervisors

Petition To Name Or Re-Name Undesignated Road

We the undersigned, petition to name a road not presently named, or changed the road presently named: NO N NAME

X To: Home Run Alley

The road is located in Section: 24 Township: 6 Range: 14 District: 3
located on Hancock County Tax Parcel Number: 056-0-24-017.000

This will be a Public or Private Road.
(Circle one of the above)

The foregoing request has been examined by the Hancock County E-911 Addressing Office: The Board of Supervisors find that the petition does or does not conflict with the E-911 System presently in operation.

Reason of Conflict: _____

E-911 Coordinator: Gail Yeager

E-911 Deputy Clerk: _____

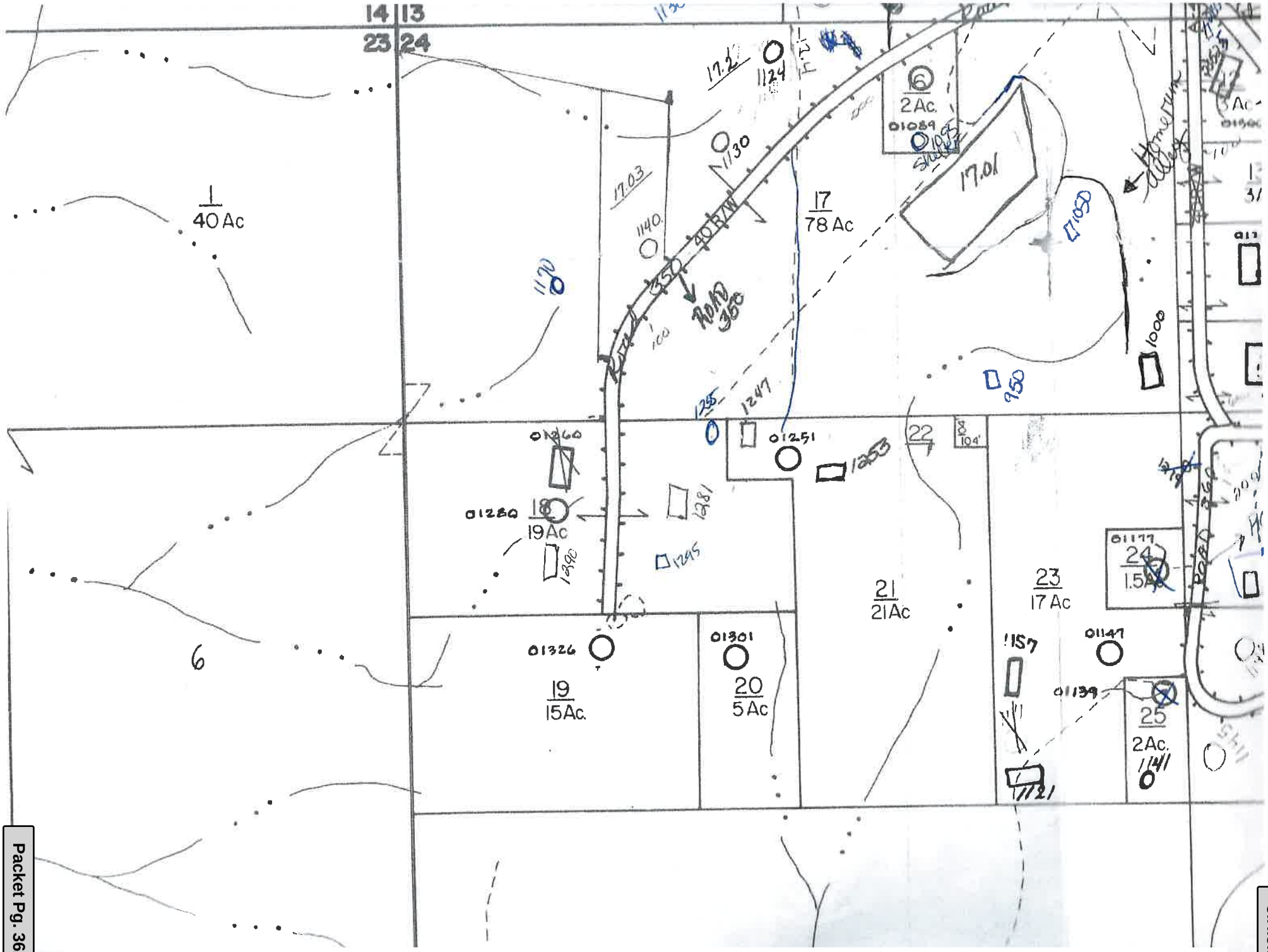
Signatures of all property owners and residents:

X Phillip Malley Jr

Approved, Denied, or Pending Date: _____
(Circle one of the above)

Comments: _____

Attachment: Home Run Alley_20210512163015 (8173 : Discussion regarding R.O.W. to Home Run Alley from Road 350.)



Attachment: Home Run Alley_20210512163015 (8173 : Discussion regarding R.O.W. to Home Run Alley from Road 350.)

Attachment: 20210429133934008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

Ridge Point Consultants

certified WBENC WOMEN'S BUSINESS ENTERPRISE

710 Homochitto Campout Road SE
Meadville, MS 39653
Phone: (601) 532-7159
E-Mail: brett@ridge-point.com

Having a team of experienced, efficient and competent Certified General Appraisers, title abstractors, acquisition agents, GIS Mappers and relocation agents is the key to completing a right-of-way project on time and with a high success rate in regards to the number of parcels acquired without having to proceed with condemnation/expropriation. We have completed right of way projects for numerous utility companies, department of transportations and cities and municipalities throughout Louisiana, Mississippi and Arkansas.

Since January of 2016 our company acquired easements from 600 landowners across 119 miles in 9 different counties that was associated with the construction of new electrical transmission lines, we acquired easements from 650 landowners in 16 different counties that was associated with the construction of new electrical distribution lines and we acquired over 150 tracts in fee for Department of Transportations and Local Public Agencies. In addition, we negotiated damage claims associated with numerous construction projects in Louisiana, Mississippi and Arkansas.

Ridge Point Consultants, LLC has the available staff to complete any Right-of-Way project your company is involved with in the Southeastern United States in a timely manner.

Please do not hesitate to contact us if our company can assist you on upcoming projects.

Respectfully submitted,

Brett Herring

Attachment: 202104291339340008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

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Attachment: 20210429133934008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

RIGHT OF WAY CONSULTING SERVICE

Main Office:

710 Homochitto Campout Road SE
Meadville, MS 39653
Phone: (601) 532-7159
Fax: (601) 532-6012
E-Mail: mherring@ridge-point.com
Website: www.ridge-point.com

Attachment: 20210429133934008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

RIDGE POINT CONSULTANTS LLC'S TEAM

Dixie H. Clay (Appraisal, Acquisition and Project Coordinator)

Myra Herring (Office Manager and Project Coordinator)

Brett Herring (Appraisal, Acquisition, Relocation and Project Manager)

Howard B. Herring (Appraisal, Acquisition, Relocation and Project Coordinator)

Terry B. Wells (Appraisal)

Steve Shepherd (Appraisal)

Clint Herring (Acquisition, Relocation and Title Abstracting)

Cliff Herring (Acquisition, Relocation and Title Abstracting)

Merry Pickenpaugh (Appraisal and Acquisition)

Candace Sanders (Acquisition and Relocation)

Nikki Totoro (Acquisition, Relocation and Title Abstracting)

Ray Steele (Acquisition)

Merry Cline Coffey (Acquisition)

Paul Kline (Acquisition and Title Abstracting)

Branton Foil (Acquisition and Title Abstracting)

Gaylon Koon (Acquisition and Title Abstracting)

Chris Watts (Acquisition and Title Abstracting)

Kathryn McKee (Title Abstracting)

The key personnel that make up Ridge Point Consultants, LLC have over 130 years of combined experience in the right of way industry.

Attachment: 20210429133934008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

RIGHT OF WAY CONSULTING SERVICE

EXPERIENCE AND QUALIFICATION SUMMARY

Ridge Point Consultants, LLC has five licensed certified general real estate appraisers that have experience in appraising in compliance with the laws of the State of Mississippi and Federal Regulations for the purpose of right of way acquisition. In addition, the key personnel that make up Ridge Point Consultants, LLC have over 125 years of combined experience in the right of way industry.

Dixie H. Clay has been a Certified General Appraiser in Mississippi since July 20, 1995. Mrs. Clay has performed numerous appraisals and review appraisals for the Mississippi Department of Transportation. In addition, she has performed appraisals for financial institutions, Entergy Mississippi, Inc., Entergy Louisiana, LLC, LADOTD and Local Public Agencies. Mrs. Clay has experience testifying as an expert witness in a court of eminent domain.

Howard B. Herring has been a Mississippi Certified General Appraiser since December 16, 1991. Mr. Herring has performed numerous appraisals and review appraisals for the Mississippi Department of Transportation. In addition, he has performed appraisals for financial institutions, Entergy Mississippi, Inc. and other entities.

Howard Brett Herring, Jr. has been a Mississippi Certified General Appraiser since March 1, 2007. Mr. Herring has performed numerous appraisals and review appraisals for the Mississippi Department of Transportation and Local Public Agencies. In addition, he has performed appraisals for financial institutions, Entergy Mississippi, Inc. and other entities. Mr. Herring has experience testifying as an expert witness in a court of eminent domain.

Terry Wells has been a Mississippi Certified General Appraiser since November 23, 1994. Mr. Wells has performed numerous appraisals for the Mississippi Department of Transportation. In addition, he has performed appraisals for financial institutions and other entities. Mr. Wells has experience testifying as an expert witness in a court of eminent domain.

Steven D. Shepherd has been a Certified General Appraiser since May 1, 2014. Mr. Shepard has performed numerous appraisals and review appraisals for the Mississippi Department of Transportation. In addition, he has performed appraisals for financial institutions, Entergy Mississippi, Inc. and Local Public Agencies. Mr. Shepherd has experience testifying as an expert witness in a court of eminent domain.

Attachment: 20210429133934008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

Dixie Herring Clay

ADDRESS:
309 Lakeshore Drive
Madison, MS 39110

PROFESSIONAL:

MS State Certified General Real Estate Appraiser	GA–453	1995 to present
AR State Certified General Real Estate Appraiser	CG3911	2013 to present
State Licensed Real Estate Appraiser		1993 to 1995
Licensed Real Estate Sales Person - Inactive		1988 to 1999
Member of The International Right of Way Association		

WORK EXPERIENCE:

Worked under Ridge Point Realty / Ridge Point Consultants doing appraisal and sales work, 1990 – Present.

Appraised for Private Individuals, Estates, Banks, The National Park Service, US Forest Service, Municipalities, County School Board, Mississippi Department of Transportation, and Entergy Mississippi - Land, Residential and Commercial Properties.

Qualified as expert in Adams, Attala, Lincoln, Hancock, Pike, Pontotoc, Lee, Madison, Rankin and Franklin Counties and Richland Parish.

EDUCATION:

BS - Bachelor of Science Degree	Business Administration:	Mississippi State University.
BA - Bachelor of Arts Degree	Agricultural Business:	Mississippi State University.

Mississippi State University – REM 2333 Real Estate BL 4253 Real Estate Law, REM 3353 Real Estate

Appraisal Foundation - National USPAP Course

Appraisal Institute - Appraisal of Manufactured Homes, USPAP CE, Professional's Guide to Uniform Residential Appraisal Report (Fannie Mae)

Brian W. Pray - American National Standard for Single Family Residential Buildings - SF, USPAP

The Columbia Institute – Appraisal Insights, New Fannie Mae Appraisal Guide, USPAP Update, Mold Insights.

Federal Highway Administration - Appraisal Review for Federal-Aid Highway Programs

International Right of Way Association – 401 Real Estate Appraisals, The Appraisal of Partial Acquisitions, Skills of Expert Testimony, Appraisal of Federal - Aid Highway Programs

J. Daniel Schroeder – 500 Estimating Depreciation & the Market Comparison App., 600 Standards of Professional Practice & App. License Law, 700 Six Functions of a Dollar, 800 Income Approach & Capitalization Rate, 900 Yield Capitalization, 1100 Real Property & It's Appraisal, 1200 The Nature of Value, 1300 Foundations of Appraisal, 1500 Income and Expense Estimates, 1600 Fee Simple & Partial Interest, 1700 Direct Capitalization, 1800 Neighborhoods and Districts, 1900 Land and Site Descriptions, 2000 Yield Capitalization – Advanced, 2100 Yield Cap. – Theory and Application, 2200 Highest & Best Analysis, 2300 Land and Site Valuation, 2400 The Sales Comparison Approach

Lincoln Graduate – Principals of Appraisal Review

McKissock Real Estate and Appraisal School – 2014-2015 USPAP, Think Green, Appraisal of Mobile Homes, Appraisal Technology, Even Odder – More Oddball Appraisals, Ad Valorem Tax Consultation, Environmental Issues for Appraisers, The Evolution of Finance and the Mortgage Market, National USPSP Course, Construction Details and Trends, Land and Site Evaluation, Residential Appraisal Review, Legal Descriptions, and Modern Green Building Concepts.

Mississippi Department of Transportation Right-of-Way Division - MDOT Appraisal Training.

Mississippi Realtor Institution - MRI III – Characteristics of Investments, Syndication, Investment Analysis, Pricing, Construction

Talmadge Rayborn, Land and Industrial Development Seminar, Real Estate Analysis, License Law

Attended several seminars offered by county extension service on timber management and appraisal.

Attachment: 20210429133934008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

Howard Brett Herring Jr.

710 Homochitto Campout Road SE
Meadville, MS 39653
(601) 532-7159

EDUCATION:

Real Estate Degree in Business Administration: University of Mississippi
Managerial Finance Degree in Business Administration: University of Mississippi
Relocation 501 / Relocation 502 / Relocation 503 / Relocation 504 / Relocation 505
NHI Course No. 141044 / Ethics 103 / Course 100 Principles of Land Acquisition
Course 203 Alternative Dispute Resolution / Course 220 Cultural Awareness
MDOT Appraisal Training Workshop
Mississippi Association of Realtors-Broker Boot Camp
25 Online Courses required by the Mississippi Appraisal Board in association with Continuing Education
16 Online Courses required by the Mississippi Real Estate Commission in association with Continuing Education

PROFESSIONAL:

MS State Certified General Real Estate Appraiser GA- 836
AR State Certified General Real Estate Appraiser CG3980
MS Licensed Real Estate Broker #16008
SR/WA Designation #5882
Relocation Certified R/W-RAC
Member of International Right of Way Association
DAR Good Citizen Award

WORK EXPERIENCE:

Real Estate Broker, 2003 to Present
Real Estate Appraiser, 2003 to Present
Acquisition Agent, 2003 to Present
Relocation Agent, 2003 to Present
Approved to Appraise for Financial Institutions
Member of Ridge Point Consultants, LLC
Ridge Point Consultants, 2002 to Present
Currently working on or have completed the following projects:

Entergy Mississippi, 2012 to Present, contract acquisition and project manager for right of way projects throughout Mississippi, Louisiana and Arkansas.

City of Natchez, MS Storm Water Drainage Project II, 2015 to 2017, acquisition and project manager (City of Natchez - 44 Parcels)

MDOT Bridge Projects, 2014 to 2016, acquisition and relocation (Panola, Quitman, Tallahatchie, and Marshall County)

Entergy Mississippi, November 2014 to Present, acquisition, relocation, appraisals (Franklin, Lincoln, and Pike County – 140 Parcels)

Entergy Mississippi, 2014 to Present, acquisition, relocation, appraisals (Warren, Claiborne, Jefferson, and Adams County – 241 Parcels)

Entergy Mississippi, 2014 to 2018, acquisition, relocation, appraisals (Madison and Hinds County – 142 Parcels)

LADOTD, March 2014 to Present, acquisition and relocation (Caddo Parrish – 14 Parcels)

Entergy Arkansas, June 2013 to present, acquisition (Garland County – 115 Parcels)

Entergy Mississippi, December 2012 to present, acquisition (Rankin County - 138 Parcels)

Entergy Louisiana, October 2012 to present, acquisition (Morehouse and Richland Parish - 59 Parcels)

Attachment: 202104291339340008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

Columbia - Marion County Airport Board, June 2012 to July 2012, aviation appraisals
(Marion County -6 Parcels)
City of Natchez, MS Storm Water Drainage Project II, September 2011 to June 2012, acquisition and project manager (City of Natchez - 26 Parcels)
Highway Project for M.D.O.T., September 2011 to February 2012, acquisition, relocation, and project manager
(Madison County - 18 Parcels)
Highway Project for M.D.O.T., March 2011 to Present, review appraisals
(Pontotoc County - 118 Parcels)
Highway Project for Waggoner Engineering (Hinds County Board of Supervisors), work includes appraisal, acquisition, and relocation. (Hinds County – 32 Parcels)
Highway Project for M.D.O.T., October 2010 to December 2010; appraisals
(Pontotoc County - 95 Parcels)
Highway Project for Claiborne County, April 2010 to Present; acquisition and relocation
(Claiborne County - 20 Parcels)
JCUA, January 2011 to April 2011; Door to Door Survey Project
(Jackson County - 1,775 Surveys)
City of Natchez, MS Storm Water Drainage Project, 2009; acquisition and project manager
(Adams County - 28 Parcels)
Highway Project for M.D.O.T., February 2008 to Present; acquisition, relocation, and project manager
(Rankin County - 113 Parcels)
Highway Project for M.D.O.T., 2007 to 2009; appraisals, acquisition, relocation, and project manager
(Madison County - 70 Parcels)
Highway Project for M.D.O.T., April 2007 to July 2007; appraisals
(Hancock County - 65 Parcels)
Highway Project for M.D.O.T., May 2006 to August 2006; appraisals
(City of Natchez- 4 Parcels)
Highway Project for M.D.O.T., May 2006 to December 2006; acquisition, relocation, and project manager
(Grenada County - 18 Parcels)
Highway Project for M.D.O.T., 2005 to 2006; appraisals, acquisition, relocation, and project manager
(Attala County - 77 Parcels)
Highway Project for M.D.O.T., 2004 to 2007; relocation and project manager
(Lauderdale County-35 Parcels)
Highway Project for M.D.O.T., 2004 to 2007; acquisition, relocation, and project manager
(Newton County - 12 Parcels)
Highway Project for M.D.O.T., 2004; appraisals
(Adams County - 22 Parcels)
Highway Project for M.D.O.T., 2003 to 2005; appraisals, acquisition, relocation, and project manager
(Lee County - 83 Parcels)
Highway Project for M.D.O.T., 2002 to 2003; acquisition, relocation, and project manager
(Grenada County - 76 Parcels)
Ridge Point Realty, Meadville, MS, May 2001 to August 2001; assistant appraiser

REFERENCES:

Mr. John Massey
Entergy - Senior ROW Agent
1838 Old Natchitoches Road
West Monroe, LA 71292
(318) 651-4556

Mr. Don Drake
MDOT
ROW Operations Admin.
P.O. Box 1850
Jackson, MS 39215
(601) 359-7561

Ms. Leigh Koon
Entergy – Senior ROW Agent
6540 Watkins Drive, M-THQ-2C
Jackson, MS 39213
(601) 985-2847

Attachment: 20210429133934008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

Howard B. Herring

BS Degree in Business Administration: University of Mississippi

PROFESSIONAL:

Member of Meadville Chamber of Commerce
Licensed Real Estate Broker # 11039
Licensed Certified General Real Estate Appraiser #169
Member of International Right of Way Association
Member of Natchez Board of Realtors
Member of Mississippi Association of Realtors
Member of National Association of Realtors

EDUCATION:

Completed Courses 101 and 102 Real Estate Real Estate Law, Real Estate Finance, Real Estate Appraisal, Appraisal Ethics, 165 hours of appraisal under Dan Schroeder. Completed abstracting course, Mississippi School of Law. Attended several seminars on timber management and appraisal. Completed Relocation 202, 203, & 205, Austin, Texas. Attended several seminars on before and after values and damages.

WORK EXPERIENCE:

Member of Ridge Point Consultants, LLC. 2011 - Present
Worked two years under Bland & Company doing appraisal and sales work, 1987-1988
Real Estate Broker & Appraiser, 1988-Present
Developed two subdivisions in Franklin County
Manage 1,000 acres of timberland owned by Ridge Point Ranch, Inc.
Operated 1,300-acre soybean farm from 1978 until 1988
Completed two Highway Projects for M.D.O.T., work included: appraisal, relocation, acquisition, property management, environmental, & engineering (Franklin & Lincoln Counties) (150 Parcels)
Completed Highway Project for City of Natchez; work included: appraisal, relocation, acquisition, property management, and environmental (Canal Street Project - 25 Parcels)
Completed Highway Project for City of Grenada; work included: appraisal. (Camp McCain Road - 40 Parcels)
Completed Highway Project for Clarke County; work included: relocation (45 Parcels)
Completed Highway Project for M.D.O.T.; work included: appraisal & acquisition. (City of Summit - 25 Parcels)
Completed Highway Project for M.D.O.T.; work included: appraisal, relocation, acquisition, and property management. (City of Madison - 105 Parcels)
Completed Highway Project for M.D.O.T.; work included; appraisal. (Madison County – 51 Parcels)
Completed Highway Project for M.D.O.T.; work included: appraisal, relocation, acquisition, environmental, and property management. (Amite County - 120 Parcels)
Completed Highway Project for City of Natchez; work included: appraisal, relocation, acquisition, property management, environmental, and demolition. (Natchez Trace – 30 Parcels)
Completed Highway Project for City of Natchez; work included: appraisal, relocation, acquisition, property management, environmental, and demolition. (Government Fleet Road – 35 Parcels)
Completed U.S Forest Service Appraisals for like-kind exchange swaps. (1999 and 2002)
Completed Highway Project for M.D.O.T.; work included appraisal, relocation, and acquisition. (Grenada County – 76 Parcels)
Completed Highway Project for M.D.O.T., work included appraisal, relocation, and acquisition. (Lee County – 83 Parcels)
Completed Highway Project for M.D.O.T., work included relocation: (Lauderdale County - 35 Parcels).
Completed Highway Project for M.D.O.T., work included acquisition and relocation: (Newton County – 12 Parcels)

Attachment: 20210429133934008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

Completed Highway Project for M.D.O.T., work includes appraisal, relocation, and acquisition. (Attala County – 73 Parcels)
Completed Highway Project for M.D.O.T., work included appraisal, relocation, and acquisition. (Walthall County – 19 Parcels)
Completed Highway Project for M.D.O.T., work included appraisal, relocation, and acquisition. (Grenada County – 20 Parcels)
Completed Highway Project for M.D.O.T., work included review appraisals. (Union County – 208 Parcels)
Completed Highway Project for M.D.O.T., work included appraisal and acquisition. (Adams County – 4 Parcels)
Completed Highway Project for M.D.O.T, work included appraisal and acquisition. (Hancock County - 65 Parcels)
Completed Highway Project for M.D.O.T., work included appraisal, acquisition, and relocation. (Madison County – 82 Parcels)
Completed Highway Project for M.D.O.T., work included appraisal, acquisition, and relocation. (Harrison County – 45 Parcels)
Completed Highway Project for M.D.O.T., work included appraisal, acquisition, and relocation. (Rankin County – 100 Parcels)
Completed Highway Project for Neel Shaffer / M.D.O.T., work includes appraisal, acquisition, relocation, and property management. (Pontotoc County – 125 Parcels)
Completed Highway Project for Claiborne County Board of Supervisors, work includes appraisal, acquisition, and relocation. (Claiborne County – 23 Parcels)
Completed Highway Project for Waggoner Engineering (Hinds County Board of Supervisors), work includes appraisal, acquisition, and relocation. (Hinds County – 32 Appraisals)
Completed Highway Project for Entergy, Mississippi, Inc., work included acquisition. (Hinds County – 49 Parcels)
Completed Highway Project for CenterPoint Energy, work includes appraisal and acquisition. (Madison County – 7 Parcels)
Completed Highway Project for M.D.O.T.; work included review appraisals. (Pontotoc County – 121 Parcels)
Completed Highway Project for Entergy, MS; work includes acquisition. (Desoto County – 27 Parcels)
Completed Highway project for Entergy, LA; work includes acquisition. (Quachita and Morehouse Parish – 62 Parcels)
Completed Highway project for M.D.O.T.; work included appraisal, acquisition, and relocation. (Madison County – 17 Parcels)
Completed Highway project for City of Natchez; work included acquisition. (Adams County – 34 Parcels)

Attachment: 20210429133934008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

Terry B. Wells, GA-424

ADDRESS:
228 Fox Hollow Place
Ridgeland, MS 39157

EDUCATION:

Graduate of Millsaps College (1976) – B.A. Degree in History.
Appraisal courses prerequisite to State licensing;
Special appraisal courses sponsored by the Appraisal Institute

PROFESSIONAL AFFILIATIONS:

Certified General R.E. Appraiser, State of Mississippi GA-424
State Accredited Affiliate of the Appraisal Institute
Member Jackson Association of Realtors
Member Mississippi Association of Realtors
Member Multiple Listing Service

APPRAISAL EXPERIENCE:

Experience appraising residential, commercial, multi-family, vacant land and right of way (just compensation)

APPROVED APPRAISER FOR:

Trustmark National Bank
Merchants & Farmers Bank
Union Planters National Bank
Union Planters Mortgage
Compass Mortgage
Chemical Residential Mortgage
Bank of Mississippi
Mississippi Department of Transportation
Lenders Selection Roster – Department of HUD
City of Grenada – Corp. of Engineers – Just Compensation

EMPLOYMENT:

November 1994 to Present	Certified General R.E. Appraiser
November 1992 to November 1994	Licensed Real Estate Appraiser
November 1976 to November 1992	Independent Petroleum Landman

Attachment: 202104291339340008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

Appraised for Mississippi Department of Transportation- Hwy 84 Project (Franklin and Lincoln Counties), and City of Grenada Project.

Appraised for Mississippi Department of Transportation – Highway 51 Project (Madison County),

Appraised for Mississippi Department of Transportation – Highway 569 (Amite County),

Appraised for Mississippi Department of Transportation – Highway 463 (Madison County)

Appraised for Mississippi Department of Transportation – Highway 51 (Grenada County)

Appraised for Mississippi Department of Transportation – I-55 Split Diamond Interchange (Madison County)

APPRAISAL COURSES

(01)	APPRAISAL PRINCIPLES	-	APPRAISAL INSTITUTE COURSE 110
(02)	APPRAISAL PROCEDURES	-	APPRAISAL INSTITUTE COURSE 120
(03)	BASIC INCOME CAPITALIZATION	-	APPRAISAL INSTITUTE COURSE 310
(04)	STANDARDS OF PROFESSIONAL PRACTICE PART A	-	APPRAISAL INST. COURSE 410
(05)	STANDARDS OF PROFESSIONAL PRACTICE PART B	-	APPRAISAL INST. COURSE 420
(06)	APPRAISING COMPLEX RESIDENTIAL PROPERTIES	-	APPRAISAL INSTITUTE SEMINAR
(07)	FHA INSURED PROPERTIES	-	APPRAISAL INSTITUTE SEMINAR
(08)	INCOME CAPITALIZATION	-	MISSISSIPPI REALTORS INSTITUTE
(09)	REPORT WRITING	-	MISSISSIPPI REALTORS INSTITUTE
(10)	FAIR LENDING SEMINAR		

Attachment: 20210429133934008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

STEVEN D. SHEPHERD

238 DOMINION PARKWAY – BRANDON, MS 39042
PHONE 601-824-9399/601-214-9908 – E-MAIL SDSHEP@BELLSOUTH.NET

EXPERIENCE

May 2008 – Present — **Ridge Point Consultants, Meadville, MS**

Appraisal and right of way consulting in Adams, Coahoma, Rankin, Harrison, Marshall, Claiborne, Marion, Pontotoc, Warren, Madison, DeSoto, Tallahatchie, Quitman, Hinds, Pearl River, Forrest, Copiah, Jones, and Itawamba Counties on Mississippi Department of Transportation projects.

Private appraisal work in Adams, Copiah, Sunflower, Washington, Franklin, Rankin, Hinds, Jackson, Marshall, Lafayette, Lawrence, Madison, Warren, Amite, and Scott Counties in Mississippi and in Baldwin County, AL for BankPlus, Bank of Franklin, Copiah Bank, Concordia Bank and Trust, Entergy, and various private investors.

State Licensed Real Estate Appraiser, LA-1692	Oct. 2007 – May 2014
State Certified General Real Estate Appraiser, GA-1117	May 2014 - Current

September 1997 – Present (Manager) — **Shepherd Land Co., LLC, Brandon, MS**
Miles Land Co., LLC, Morton, MS
Miles Farms, LLC, Morton, MS

These partnerships are Land/Timber based partnerships of 4,000+ acres in Central Mississippi.

January 1993 – January 2006 — **Diversified Technology, Inc., Ridgeland, MS**

DTI is a highly automated high-technology industrial computer design and manufacturing facility (135,000 sq. ft.) working with major customers such as Intel, Sun MicroSystems, HP, etc. primarily for the development of hardened custom electronic assemblies.

Vice-President of Operations, Manager of Operations, Fabrication Shop Manager, Manufacturing Engineering Manager, Manufacturing Engineer

EDUCATION/QUALIFICATIONS

BS Industrial Engineering December 1990, Mississippi State University.
MS Industrial Engineering 24 Hours completed, Mississippi State University.
MS Realtor Institute Graduate 2006, Mississippi Realtor Institute
State Licensed Real Estate Appraiser, LA-1692; October 2007
State Certified General Real Estate Appraiser, GA-1117; May 2014
Member, International Right of Way Association (IRWA)

Occupation Specific Coursework: The Columbia Institute #929, Residential Report Writing and Case Studies; The Columbia Institute #932, Basic Appraisal Procedures; The Columbia Institute #931, Basic Appraisal Principles; The Columbia Institute #930, CompuTaught National USPAP; The Columbia Institute; Residential Cost Approach, Sales Comparison Approach, FHA and VA Appraisal Basics; 2008 National USPAP Update; The Columbia Institute #936, Residential Sales Comparison & Income Approach; 2010 National USPAP Update; 2012-2013 USPAP; General Market Analysis; General Income Approach; General Site Valuation and Cost Approach; General Appraiser Sales Comparison Approach; General Commercial Review; Expert Witness Testimony; Statistics, Modeling, and Finance; Appraisal of Land Subject to Ground Leases; Appraisal of Fast Food Facilities; Appraisal of Self-Storage Facilities; 2016-2017 USPAP Update

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RIGHT OF WAY CONSULTING SERVICE

Over the past 25 years, Ridge Point Consultants has performed many right-of-way functions from appraisal, acquisition, relocation, property management, environmental, and demolition. We feel our staff is one of the best in the right-of-way industry. It is our belief that knowledge of right-of-way and courtesies shown to the property owner is the making of a good right-of-way project, and we take pride in our working relationship with our clients and assisting them in their right-of-way needs.

Listed below you will find statistical information on seven (7) projects that we have completed, which illustrates why we feel Ridge Point Consultants, LLC is one of the premier firms in the right-of-way industry.

Amite County; Project No. 82-0242-00-006-10

Total Acquisition Files	173
Acquired	169
Condemned	5
Administrative Adjustment	2%
Total Percentage Acquired	97%

Of the five condemned files, one was for a federal tax lien, one was company policy of refusing to sign a Warranty Deed, two were title related, and one was contested, but no one appeared in court.

Total Relocation Files	15
Personal Property Moves	15
Appeals	0

All personal property was moved from the right-of-way with minimum amount of hardship on landowner.

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Natchez Trace Parkway; Project No. 75-0340-00-022-10

Total Acquisition Files	47
Acquired	45
Condemned	2
Administrative Adjustment	4%
Total Percentage Acquired	96%

Of the two condemned files, one was for a federal tax lien, and the second was due to heirship problems.

Total Relocation Files	53
Residential	27
Business	16
Personal Property	10
Appeals	0

All relocatees were moved from the right-of-way on time and with minimum amount of hardships on the residences and businesses being displaced. Demolition and Asbestos Removal were performed in the allotted time.

US 51 (MLK Boulevard); Grenada Co.; Project No. STP-2901-00(020) 102250/201000

Total Acquisition Files	71
Acquired	69
Condemned	2
Administrative Adjustment	2%
Total Percentage Acquired	97%

The two condemned files were due to heirship problems.

Total Relocation Files	106
Residential	51
Business	32
Non-Profit Organization	2
Personal Property	21
Appeals	0

All relocatees were moved from the right-of-way on time and with minimum amount of hardships on the residences and businesses being displaced.

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SR 6; Lee County; Project No. STP-0070-06(008) 100078/202000

Total Acquisition Files	85
Acquired	81
Condemned	3
On Hold	1
Administrative Adjustment	2%
Total Percentage Acquired	96%

Of the three (3) condemned files, one (1) file was condemned due to heirship problems, and the other two (2) are awaiting court dates.

Total Relocation Files	39
Residential	25
Business	10
Non-Profit Organization	0
Farm	1
Personal Property	3
Appeals	0

All relocatees were moved from the right-of-way on time and with minimum amount of hardships on the residences and businesses being displaced.

SR 43; Attala County; Project No. STP-8925-00(002) 102435/201000

Total Acquisition Files	73
Acquired	64
Condemned	8
Deleted	1
Administrative Adjustment	1%
Total Percentage Acquired	88%

Of the eight (8) condemned files, seven (7) files were condemned due to title problems, and the other file was condemned due to the value being contested.

Total Relocation Files	26
Residential	12
Business	10
Personal Property	4
Appeals	0

All relocatees were moved from the right-of-way on time and with minimum amount of hardships on the residences and businesses being displaced.

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US 51; Grenada Co.; Project No. BR-2901-00(015) 100300/201000

Total Acquisition Files	20
Acquired	19
Condemned	0
Deleted	1
Administrative Adjustment	3%
Total Percentage Acquired	100%
Total Relocation Files	5
Personal Property	5
Appeals	0

All personal property was moved from the right-of-way with minimum amount of hardship on landowner.

SR 48; Walthall Co.; Project No. STP-0185-01(017) 102386/201000

Total Acquisition Files	19
Acquired	18
Condemned	1
Administrative Adjustment	2%
Total Percentage Acquired	95%

The condemned file was due to heirship problems.

Total Relocation Files	8
Residential	3
Business	3
Personal Property	2
Appeals	0

All relocatees were moved from the right-of-way on time and with minimum amount of hardships on the residences and businesses being displaced.

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PROJECTS

Project Name	County / Parish	Firms Responsibility
US Highway 84	Franklin Lincoln	Acquisition, legal engineering, appraisal, relocation, & property management
Canal Street	Adams	Appraisal, relocation, & acquisition
Laurel S Curve	Jones	Acquisition and Relocation
US Highway 45	Clarke	Relocation
Camp McCain Access Rd	Grenada	Appraisal
Relocation Assistance Plans at the Conceptual Stage	State of MS	Write Relocation Plans
Access Road - Southwest Comm. College	Pike	Appraisal, acquisition, & relocation
US Highway 51	Madison	Appraisal, acquisition, legal, relocation, and property management
SR 569	Amite	Appraisal, acquisition, legal, relocation, and property management
SR 463	Madison	Appraisal
Natchez Trace Parkway	Adams	Appraisal, acquisition, relocation, property management, asbestos inspection and removal
Government Fleet Road	Adams	Appraisal, acquisition, relocation, property management, asbestos inspection and removal
US 51	Grenada	Appraisal, acquisition, & relocation
SR 6	Lee	Appraisal, acquisition, & relocation
US Fish and Wildlife	Adams Oktibbeha Yazoo	Appraisal
USDA Forest Service	Franklin	Appraisal
SR 19 to SR 492	Lauderdale	Relocation
SR 19 to SR 492	Newton	Acquisition and relocation
SR 43	Attala	Appraisal, acquisition, & relocation
Realignment of Highway 61	Adams	Appraisal
Bozemand Road to Yandell Road	Madison	Appraisal & acquisition
US 51	Grenada	Appraisal, acquisition, & relocation
SR 48	Walthall	Appraisal, acquisition, & relocation

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Project Name	County / Parish	Firms Responsibility
SR 15 Kings Creek to Tippah County Line	Union	Review Appraisal
Highway 61 Intersection at US Highway 84/98 & 65	Adams	Appraisal and acquisition
SR 15 from 1 mile N of SR 4 to North of Falkner	Tippah	Review Appraisal
SR 305 from US 78 to Goodman	Desoto	Review Appraisal
Government Fleet Road Extension	Adams	Appraisal, acquisition, and relocation
US 61 Intersection at St. Catherine Creek / Devereaux Drive	Adams	Appraisal, acquisition, and relocation
SR 15 - 1.7 mi North of Union C/L	Tippah	Review Appraisal
SR 9 from SR 492 to Philadelphia	Neshoba	Review Appraisal
I-55 Split Diamond Interchange from Old Agency Road to SR 463	Madison	Appraisal, acquisition, & relocation
US Highway 49	Rankin	Appraisal, acquisition, & relocation
Emerald Mound	Adams	Appraisal, acquisition, & relocation
Desoto 1	Desoto	Appraisal, acquisition, & relocation
Desoto 2	Desoto	Appraisal, acquisition, & relocation
Marshall	Marshall	Appraisal, acquisition, & relocation
Jackson County	Jackson	Acquisition
Jackson County	Jackson	Door to Door Survey Project
City of Natchez Drainage Project	Adams	Appraisal and acquisition
SR 9 from SR 6 at Pontotoc to US 78 at Sherman	Pontotoc	Appraisal, acquisition, & relocation
Grand Gulf Port Connector Road	Claiborne	Appraisal, acquisition, & relocation
Byram Clinton Corridor	Hinds	Appraisal, acquisition, & relocation
Ray Braswell to Oakley - Palestine Road	Hinds	Acquisition
I-55 Transmission Relocate Madison	Madison	Appraisal and acquisition
Pontotoc	Pontotoc	Review Appraisal
Getwell to Church Road	Desoto	Acquisition
Swartz to Oakridge	Quachita & Morehouse Parish	Acquisition
Madison	Madison	Appraisal, acquisition, & relocation

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Project Name	County / Parish	Firms Responsibility
City of Natchez Drainage Project #2	Adams	Acquisition
US 72 from 302 to TN State Line	Marshall	Appraisal, acquisition, & relocation
Columbia - Marion County Airport Board	Marion	Appraisal
Oakridge to Dunn	Richland Parish	Acquisition & Title
Lake Village to Reed	Desha & Chicot	Owner Contact
AECC Dam 2 - Gillett	Arkansas	Owner Contact
US 49 - Entergy Distribution	Rankin	Acquisition
Carpenter Dam to Milton	Garland & Hot Springs	Acquisition & Title
Monticello to Reed	Drew & Desha	Acquisition & Title
Lake Village to Reed - Rebuild T-Line	Desha & Chicot	On site ROW Agent
SR 15 from SPD Corridor "V" to Union County Line	Pontotoc	Appraisal Review
SR 601 from 600 feet South of the Seaboard RR to 2000 feet North	Harrison	Appraisal, Acquisition, Relocation
SR 6 from US 61 to Quitman County Line	Coahoma	Appraisal, Acquisition, Relocation
SR 6 between Marks and Panola County line	Quitman	Appraisal and Acquisition
SR 6 between SR 316 and Panola County Line	Quitman	Appraisal and Acquisition
SR 6 over Tallahatchie River and Relief	Panola	Appraisal, Acquisition, Relocation
SR 32 between Webb and Charleston	Tallahatchie	Appraisal and Acquisition
SR 32 between Webb and Charleston	Tallahatchie	Appraisal, Acquisition, Relocation
SR 32 between Webb and Charleston	Tallahatchie	Appraisal and Acquisition
SR 309 between SR 4 and SR 78	Marshall	Appraisal and Acquisition
SR 309 between SR 4 and SR 78	Marshall	Appraisal and Acquisition
I-20 South Frontage Road Extension to US 80	Warren	Appraisal and Acquisition
US 84, Reservoir Road, SR 184, and Magnolia Hill Road Intersection Improvements	Wayne	Appraisal Review
SR 27 (Bridge Nos. 114.7 and 93.1)	Hinds & Copiah	Appraisal Review
SR 6 through Marks (Bridge Nos. 31.3, 32.1, 33.2, and 33.5)	Quitman	Appraisal / Acquisition
MS 35 from the Leake County Line to Kosciusko	Attala	Appraisal Review
SR 149 between SR 13 and US 49	Simpson	Appraisal Review
US 49 Covington Co. Safety Project (3 Intersection Locations)	Covington	Appraisal Review

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Project Name	County / Parish	Firms Responsibility
US 49 across Hopson Bayou (Bridge No. 295.3)	Tallahatchie	Appraisal
SR 555 and US 61 Intersection	Adams	Appraisal Review
SR 42 over Chickasawhay River (Bridge No. 107.9)	Greene	Apprasial Review
SR 895 North of US 80 (Bridge Nos. 0.7 and 0.9)	Lauderdale	Appraisal Review
SR 488 from SR 35 to Neshoba County Line (Bridge Nos. 4.1 and 7.5)	Leake	Appraisal Review
I-20 at Norrell Road Interchange Improvements and Frontage Road Widening	Hinds	Appraisal / Acquisition
I-55 from Church Road to SR 302	Desoto	Appraisal Review
US 84 at Auburn Road	Lincoln	Appraisal / Acquisition / Relocation
SR 4 Replace Bridge #75.3 over BNRR	Marshall	Appraisal Review
SR 6 from US 61 to Quitman Co. (Bridge #'s 16.9 and 18.1)	Coahoma	Acquisition
On Call - Appraisal Review	Covington	Appraisal Review - Court
On Call - Appraisal	Panola	Appraisal - Court
On Call - Appraisal	Desoto	Appraisal / Acquisition
On Call - Appraisal	Marshall	Appraisal - Court
On Call - Appraisal	Itawamba	Appraisal Review
On Call - Appraisal and Acquisition	Coahoma	Appraisal / Acquisition
On Call - Appraisal	Tallahatchie	Appraisal
On Call - Appraisal and Acquisition	Quitman	Appraisal / Acquisition
On Call - Appraisal	Chickasaw	Appraisal
On Call - Acquisition	Chickasaw	Acquisition
On Call - Acquisition	Desoto	Acquisiiton
On Call - Acquisition	Desoto	Acquisiiton
On Call - Acquisition	Harrison	Acquisition
On Call - Appraisal	Pearl River	Appraisal Review
On Call - Appraisal	Perry, Lincoln, Pike, Jefferson	Appraisal Review

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Project Name	County / Parish	Firms Responsibility
On Call - Appraisal	Rankin	Appraisal Review
On Call - Field Review	Desoto	Field Review and Cost Estimate
On Call - Appraisal	LeFlore	Appraisal - Court
On Call - Appraisal	Holmes	Appraisal - Court
On Call - Appraisal	LeFlore	Appraisal - Court
On Call - Appraisal	Hinds	Appraisal Review
On Call - Appraisal	Jones	Appraisal Review
On Call - Appraisal	DeSoto	Appraisal / Court Testimony
On Call - Appraisal	Coahoma	Appraisal / Court Testimony
On Call - Appraisal	Jackson	Appraisal Review
On Call - Field Review	Desoto	Field Review and Cost Estimate
On Call - Appraisal	Harrison	Appraisal
On Call - Field Review	Desoto	Field Review and Cost Estimate
On Call - Appraisal	Jackson	Appraisal Review - Desk Memo
On Call - Appraisal	Pearl River	Appraisal Review
On Call - Appraisal	Pearl River Pike	Appraisal Review
On Call - Appraisal	Panola	Appraisal
On Call - Appraisal	Sharkey	Appraisal
On Call - Appraisal	Tallahatchie	Field Review and Cost Estimate
On Call - Appraisal	Forest	Appraisal Review
On Call - Appraisal	Amite	Appraisal Review
On Call - Appraisal	Marshall	Appraisal Review
On Call - Appraisal	Madison	Appraisal
On Call - Appraisal	Marshall	Appraisal
On Call - Appraisal	Jones	Appraisal Review

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Project Name	County / Parish	Firms Responsibility
On Call - Appraisal	Marshall	Appraisal
On Call - Field Review	DeSoto	Field Review and Cost Estimate
On Call - Field Review	DeSoto	Field Review and Cost Estimate
On Call - Field Review	Hinds	Field Review and Cost Estimate
On Call - Field Review	Yalobusha	Field Review and Cost Estimate
On Call - Field Review	Tallahatchie	Field Review and Cost Estimate
On Call - Appraisal	Copiah	Appraisal
On Call - Appraisal	Jefferson Davis	Appraisal Review
On Call - Appraisal	Desoto	Appraisal - Court
On Call - Field Reivew	Claiborne	Field Review and Cost Estimate
On Call - Appraisal	Hancock	Appraisal Review
On Call - Acquisition	Hancock	Acquisition
On Call - Appraisal	Clarke	Field Review and Cost Estimate
On Call - Appraisal	Lincoln	Appraisal
On Call - Appraisal	Newton	Field Review and Cost Estimate
On Call - Appraisal	Neshoba	Field Review and Cost Estimate
On Call - Appraisal	Rankin	Appraisal
On Call - Appraisal	Marshall	Appraisal
On Call - Field Review	Claiborne	Field Review and Cost Estimate
On Call - Appraisal	Harrison	Appraisal - Court
On Call - Appraisal	Hancock	Appraisal Review
On Call - Appraisal	Pearl River	Appraisal Review
On Call - Appraisal	Pearl River	Appraisal Review
On Call - Appraisal	Carroll	Appraisal Review
On Call - Appraisal	Madison	Appraisal

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Project Name	County / Parish	Firms Responsibility
On Call - Appraisal	Newton	Appraisal
On Call - Appraisal	Oktibbeha	Appraisal Review
On Call - Appraisal	Lafayette	Appraisal Review
On Call - Appraisal	Marshall	Appraisal Review
On Call - Appraisal	Jefferson Davis	Appraisal
On Call - Appraisal	Stone	Appraisal
On Call - Field Review	Warren	Field Review and Cost Estimate
On Call - Appraisal	DeSoto	Appraisal Review
On Call - Appraisal	Benton	Appraisal Review
On Call - Appraisal	Rankin	Appraisal Review
On Call - Appraisal	Webster	Appraisal Review
On Call - Appraisal	Lafayette	Appraisal Review
On Call - Appraisal	Harrison	Appraisal
On Call - Appraisal	Madison	Appraisal
On Call - Appraisal	Lafayette	Appraisal Review
On Call - Appraisal	Rankin	Appraisal
On Call - Field Review	Wayne	Field Review and Cost Estimate
On Call - Appraisal	Sharkey	Appraisal
On Call - Appraisal	Amite	Appraisal
On Call - Appraisal	Hinds	Acquisition
On Call - Appraisal	Rankin	Appraisal
On Call - Appraisal	Grenada	Appraisal
On Call - Appraisal	Sunflower	Appraisal Review
On Call - Appraisal	Winston	Appraisal Review
On Call - Appraisal	Sharkey	Appraisal Review

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Project Name	County / Parish	Firms Responsibility
On Call - Appraisal	Benton	Appraisal Review
On Call - Appraisal	Marion	Appraisal Review
On Call - Appraisal	Holmes	Appraisal - Court
On Call - Field Review	Neshoba	Field Review and Cost Estimate
On Call - Appraisal	DeSoto	Appraisal Review
On Call - Appraisal	Copiah	Appraisal Review
On Call - Appraisal	Panola	Appraisal
On Call - Appraisal	Lee	Appraisal Review
On Call - Appraisal	Neshoba	Appraisal
On Call - Appraisal	Washington	Appraisal Review
On Call - Appraisal	DeSoto	Apprasial
On Call - Appraisal	Marshall	Appraisal Review
On Call - Appraisal	Hinds	Appraisal Review
On Call - Appraisal	Jefferson	Appraisal
On Call - Appraisal	Claiborne	Appraisal
On Call - Appraisal	Marshall	Appraisal
On Call - Appraisal	Forest	Appraisal Review
On Call - Field Review	Harrison	Field Review and Cost Estimate
On Call - Appraisal	Harrison	Appraisal Review
On Call - Appraisal	Covington	Appraisal Review
On Call - Appraisal	Neshoba	Appraisal
On Call - Appraisal	DeSoto	Appraisal Review
On Call - Appraisal	Stone	Appraisal Review
On Call - Appraisal	Lafayette	Appraisal Review
On Call - Appraisal	Forest	Appraisal Review

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Project Name	County / Parish	Firms Responsibility
On Call - Field Review	Rankin	Field Review and Cost Estimate
On Call - Appraisal	Jones	Appraisal Review
On Call - Field Review	Newton	Field Review and Cost Estimate
On Call - Appraisal	Newton	Appraisal
On Call - Appraisal	Neshoba	Appraisal
On Call - Field Review	Lincoln	Field Review and Cost Estimate
On Call - Appraisal	Harrison	Appraisal Review
On Call - Appraisal	Copiah	Appraisal Review
On Call - Appraisal	Harrison	Desk Review
On Call - Field Review	Hinds / Warren	Field Review and Cost Estimate
On Call - Appraisal	Harrison	Desk Review
On Call - Appraisal	Grenada	Appraisal Review
On Call - Appraisal	Lauderdale	Appraisal Review
On Call - Appraisal	DeSoto	Appraisal Review
On Call - Appraisal	Tippah	Appraisal Review
On Call - Field Review	Harrison	Field Review and Cost Estimate
On Call - Appraisal	Lafayette	Appraisal Review
On Call - Appraisal	Marshall	Appraisal Review
On Call - Appraisal	Oktibbeha	Appraisal Review
On Call - Appraisal	Marshall	Appraisal Review
On Call - Appraisal	Harrison	Desk Review
On Call - Appraisal	Rankin	Desk Review
On Call - Appraisal	Oktibbeha	Appraisal Review
On Call - Appraisal	Lincoln	Desk Review
On Call - Appraisal	Hinds / Warren	Desk Review

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Project Name	County / Parish	Firms Responsibility
On Call - Appraisal	Jackson	Appraisal Review
On Call - Appraisal	Warren	Appraisal
On Call - Appraisal	Warren	Appraisal
Grand Gulf Port Connector Road	Claiborne	Appraisal, Acquisition, Relocation
Natchez Transit Property	Adams	Appraisal and Acquisition
Cul-De-Sac @ I-49 C-of-A Line	Caddo	Appraisal, Acquisition, Relocation
City of Natchez, MS	Adams	Appraisal and Acquisition
Bossier North / South Corridor	Bossier	Appraisal, Acquisition, Relocation
Lake Village Bagby to Reed	Desha & Chicot	Landowner Identification, Acquisition, Out of ROW Services
HS Milton - Carpenter Dam	Garland & Hot Springs, AR	Landowner Identification, Acquisition, Out of ROW Services
Monticello to Reed	Drew and Desha	Landowner Identification, Acquisition, Out of ROW Services
Woodward - McCamant Rebuild	Jefferson Co., AR	Landowner Identification, Acquisition, Out of ROW Services
Calico Rock to Norfork Rebuild	Baxter and Izard	Landowner Identification, Appraisal, Acquisition, Out of ROW Services
NERC Alerts	State of MS	Landowner Identification, Acquisition, Out of ROW Services
Sterlington to Oakridge Rebuild	Quachita & Morehouse Parish	Landowner identification, Onsite ROW Agent
Madison Improvement Project (Bozeman Road to Tinnin Road)	Madison and Hinds	Landowner Identification, Abstracts, Acquisition, Appraisal, Asbestos
Franklin to McComb Project	Franklin, Lincoln, and Pike	Landowner Identification, Abstracts, Acquisition, Appraisal
TROW MISS Vicksburg Project	Warren	Owner Contact
Southwest MS Reliability Project (Baxter Wilson to Natchez)	Warren, Claiborne, Jefferson, & Adams	Landowner Identification, Appraisal, Acquisition, Relocation, Out of ROW Services
Highway 25 Airport to Grants Ferry Road - Flowood	Rankin	Acquisition
Oakridge to Carson Road Wreck Out	Morehouse and Richland	Acquisition, Market Analysis, Landowner Identification, Abstracts
Hodge Relocation Project		Landowner Identification, Market Analysis, Acquisition, Out of ROW Services
Macon Lake to Dermott	Desha and Chicot	Landowner Identification, Acquisition, Route Market Analysis, On Site ROW Agent
Jim Hill to Datto Rebuild	Clay County, AR	Landowner Identification, Acquisition, Route Makret Analysis, Out of ROW Services
Oakridge Sub-Dunn	Morehouse and Richland	Landowner Identification, Market Analysis, Acquisition, Out of ROW Services

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Project Name	County / Parish	Firms Responsibility
Mt. Pine South Bypass	Garland, AR	Landowner Identification, Acquisition, Route Makret Analysis, Out of ROW Services
Strong Substation	Union County, AR	Landowner Identification, Market Analysis, Acquisition, Out of ROW Services
Jonesboro 500 kV Ring Bus Project	Jonesboro, AR	Landowner Identification, Acquisition, Route Makret Analysis, Out of ROW Services
Natchez SES - Red Gum - ELL	Concordia	Landowner Identification, Market Analysis, Acquisition, Out of ROW Services
Red Mountain	Copiah	Appraisal / Title
Greenville - Midtown Site Purchase	Washington	Appraisal
Gloser Sub ROW Support and Appraisal	Amite	Appraisal / Title
West Monroe Area Reliability Improvement Project	Ouachita	Landowner Identification, Acquisition, Route Market Analysis, On Site ROW Agent
Lake Providence - Oak Grove Project	East Carroll	Landowner Identification, Acquisition, Route Makret Analysis, Out of ROW Services
Natchez SES - Red Gum Rebuild - EMI	Adams	Landowner Identification, Market Analysis, Acquisition, Out of ROW Services
University of MS Medical Center Relocation Project	Hinds	Landowner Identification, Acquisition, Route Market Analysis, On Site ROW Agent
Catlett Road - South Canton New T-Line	Madison	Landowner Identification, Acquisition, Route Makret Analysis, Out of ROW Services
Continential ROW	Hinds	Landowner Identification, Market Analysis, Acquisition, Out of ROW Services
Getwell - Byhalia Project	DeSoto	Landowner Identification, Acquisition, Route Market Analysis, On Site ROW Agent
Greenwood / Greenwood SS Project	Carroll & Leflore	Landowner Identification, Acquisition, Route Makret Analysis, Out of ROW Services
Flowers Improvement Project	Warren	Landowner Identification, Market Analysis, Acquisition, Out of ROW Services
South Jackson - Monument St. Rebuild	Hinds	Landowner Identification, Acquisition, Route Market Analysis, On Site ROW Agent
Drew - Webb Rebuild	Sunflower and Tallahatchie	Landowner Identification, Acquisition, Route Makret Analysis, Out of ROW Services
Good Hope Road	Hinds Co.	Acquisition
Stokes Road Line Extension	Madison Co.	Acquisition
Highway 49 North and South	Rankin Co.	Acquisition
Lower Meadville Rd -Lincoln	Lincoln Co.	Acquisition
QX983 Ranch Road - Bolivar	Bolivar Co.	Acquisition

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Project Name	County / Parish	Firms Responsibility
Q4621 Highway 8 - Tallahatchie	Tallahatchie Co.	Acquisition
R4614 Bellchase / LeFlore	LeFlore Co.	Acquisition
39R0003 Anguila	Sharkey	Acquisition
Q1573 Senatobia	Tate	Acquisition
Q8292 Homochitto Campground	Franklin	Acquisition
81Q0020 Liberty Road	Adams	Acquisition
FN01-53 Q0020 Johnson Line Rd	Hinds	Acquisition
FN01-53-Q0020 Trotter Road	Madison	Acquisition
Vicksburg	Warren	Acquisition
53Q001 Utica	Claiborne	Acquisition
Q1478 Old Memphis Road - Oxford Road	Tate	Acquisition
Q1478 Bett Thyatira Road	Tate	Acquisition
SF609/FK02 Pearl / Pearson Rd	Rankin	Acquisition
81Q0017 Lagrange Road	Adams	Acquisition
21Q0013 Arkabutla Road	Tate	Acquisition
Stumpbridge Road	Madison	Acquisition
Highway 49 - Empire Truck	Rankin	Acquisition
Mt. Pilgrim Road - Canton Cooper Replacement	Madison	Acquisition
Cy04 Calhoun Station Parkway Road - Gluckstadt	Madison	Acquisition
Rolling Fork 39R0002	Sharkey	Acquisition
Vicksburg East Substation	Warren	Acquisition
J0453 Colony Park	Madison	Acquisition
RB 304 Grenada - Airport Corps Permit	Grenada	Acquisition
I-20 / S. Frontage Relocation	Warren	Acquisition
Q8304 Rymes Road - Crystal Springs	Copiah	Acquisition
Cary 39F0002	Sharkey	Acquisition
Highway 4 - Senatobia - Part 1	Tate	Acquisition
Highway 4 - Senatobia - Part 2	Tate	Acquisition
Lake Harbor FP07 & FP08	Madison	Acquisition
Highway 49 @ Rankin Industrial Substation	Rankin	Acquisition
DH540 Cooper Road	Madison	Acquisition
R3170 Leland Circuit	Washington	Acquisition

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Project Name	County / Parish	Firms Responsibility
West County Line Road Realignment - City of Jackson	Hinds	Acquisition
RT Braddy Road, EMI Star Substation	Rankin	Acquisition
Flora 6D02 Upgrade	Madison	Acquisition
Henry Lake Road	Warren	Acquisition
Jimmy Williams Road	Hinds	Acquisition
Lorance Road	Hinds	Acquisition
Wynndale Subdivision	Hinds	Acquisition
McComb - Highway 24 and I-55	Pike	Acquisition
Newman / Canada Cross Road	Hinds	Acquisition
Bude Yap / Gloster Meadville Road	Franklin	Acquisition
Norrell Rd (Northside Drive)	Hinds	Acquisition
Norrell Rd (Frontage Rd)	Hinds	Acquisition
Overlook Street; Jackson, MS	Hinds	Acquisition
Heucks Retreat Road	Lincoln	Acquisition
Continential Tire (Relocation FN01, Overhead to Underground)	Hinds	Acquisition
Continential Tire (Relocation for MDOT, frontage, & Norrell Rd)	Hinds	Acquisition
Mendenhall D'Lo Cooper Replacement	Simpson	Acquisition
Bude to Eddiceton	Franklin	Acquisition
State Street - Fondren	Hinds	Acquisition
Buckey Moore Road / Greenlee Road	Pike	Acquisition
JR Lynch - Westhaven	Hinds	Acquisition
Tie to CKT 7801 Wynndale Rd SW Tie to 3 Phase (E of I-55)	Hinds	Acquisition
MW06 Wynndale Sub to Jones Loop Rd	Hinds	Acquisition
MW02 Wynndale Sub to Terry Rd Reconductor	Hinds	Acquisition
Bolton - Brownsville Rd	Hinds	Acquisition
Johnson Line Road CKT FN01	Hinds	Acquisition
Bridge Projects - Hinds County	Hinds	Acquisition
First Germantown	Madison	Acquisition
MMC Canton	Madison	Acquisition
Pocohontas Road	Madison	Acquisition

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Project Name	County / Parish	Firms Responsibility
Byhalia Substation	DeSoto	Acquisition
Old Yazoo Road (Relocation / Revenue)	Madison	Acquisition
Fondren PL	Hinds	Acquisition
Morrison Road Bridge Relocation	Hinds	Acquisition
Auburn Rd Relocation	Lincoln	Acquisition
Henderson Road Substation	Rankin	Acquisition
County Line Rd & Smith Rd (Hernando 1Y06)	DeSoto	Acquisition
Flora Research	Madison	Acquisition
Parklane Drive	Pike	Acquisition
South Canton Substation	Madison	Acquisition
Malone & Johnston Rd (Hernando 1Y06)	DeSoto	Acquisition
Brookhaven 8M05 Smith Lake Road	Lincoln	Acquisition
Cayuga Road	Hinds	Acquisition
Natchez Brown Subdivision Road	Adams	Acquisition
Natchez - Marblestone Road	Adams	Acquisition
Natchez - Daisy St. & Inez	Adams	Acquisition
Natchez - Old Smith Lane	Adams	Acquisition
Oak Hill Road	Hinds	Acquisition
Miami Street Guild	Hinds	Acquisition
Gum Street Reroute	Hinds	Acquisition
Miami Guild - California Avenue	Hinds	Acquisition
Miami Guild - Gammil Street	Hinds	Acquisition
Miami Guild - Margaret W. Alexander Drive	Hinds	Acquisition
Miami Guild - Medgar Evers - Part 1	Hinds	Acquisition
Miami Guild - Northside Drive	Hinds	Acquisition
Miami Guild - O'Bannon Drive	Hinds	Acquisition
Miami Guild - Ridgeway Street	Hinds	Acquisition
Miami Guild - Ross Street	Hinds	Acquisition
Miami Guild - Florida Street & Parkway Avenue	Hinds	Acquisition
Miami Guild - Sunset Drive	Hinds	Acquisition
Miami Guild - Utah Street	Hinds	Acquisition

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Project Name	County / Parish	Firms Responsibility
Miami Guild - Medgar Evers - Part 2	Hinds	Acquisition
Miami Guild - Utah Street - Part 2	Hinds	Acquisition
Highway 6 MDOT Bridge Replacement	Hinds	Acquisition
I-55 Frontage Road	Hinds	Acquisition
Miami Guild - Miami Street	Hinds	Acquisition
Hoy Road	Madison	Acquisition
Miami Guild - Avenue F	Hinds	Acquisition
Greenbriar Sub UG-Front 1	Warren	Acquisition
Andrew Chapel Road	Rankin	Acquisition
Greenbriar Sub UG-Front 2	Warren	Acquisition
9B03 US Backup @ South McComb Exit - Hwy 24	Pike	Acquisition
Channel 16 Way Fiber Project	Hinds	Acquisition
McFarland Road, Raymond, MS	Hinds	Acquisition
FC19M023 6T01 CN124 Russell J. Tillman Road	Hinds	Acquisition
S. College Street - Brandon, MS	Rankin	Acquisition
Greenbriar Sub UG-Front 3	Warren	Acquisition
411 Magnolia Road, Along Hobby Farms Road @ Magnolia Road	Hinds	Acquisition
8B02 Natchez Focus Project - Newell Rd	Adams	Acquisition
Holly Springs Road Line Relocation	DeSoto	Acquisition
Tulane Road - Phase Addition	Desoto	Acquisition
FC19M031 Carthage 7G01 Round 1 QF080	Leake	Acquisition
Mays Road Phase Addition	Tate	Acquisition
Swamp Road	Leake	Acquisition
Relocation & ReFeed Facilities on CKt. 8M06 & Rex Lumber	Lincoln	Acquisition
Learned Oakley Road Bridge Project	Hinds	Acquisition
Circuit Tie Meadowbrook & I-55	Hinds	Acquisition
Parsons Road	Hinds	Acquisition
2019 Backbone BB19M007 - Madison - 6D03 Round 2 Flora	Madison	Acquisition
Relocate a Section of Ckt. 8M07 to road along E. Monticello Street	Lincoln	Acquisition
Freetown Road Bridge Relocation	Warren	Acquisition
D'Lo Bridge Relocation	Simpson	Acquisition

Attachment: 20210429133934008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

Project Name	County / Parish	Firms Responsibility
Rollins Drive Bridge Project	Lincoln	Acquisition
Smith Station Road	Hinds	Acquisition
Highway 61	Warren	Acquisition
Summit Holmesville	Pike	Acquisition

Attachment: 20210429133934008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

Court Testimony for Last 36 Months

Below is a list of court testimony experience by our appraisers.

Project Number	County	Parcel Number	Name	Date	Appearance By
103060-201000	Jackson	008-3-00-W	C. Brad Orrison and Brooke Orrison Lewis (The Shed)	01/15/16	Dixie Clay
103060-201000	Jackson	008-3-00-W	C. Brad Orrison and Brooke Orrison Lewis (The Shed)	10/31/16	Dixie Clay
Franklin To Pike	Pike	PC-119	Thaddeus Todd	01/10/17	Dixie Clay
Franklin to Pike	Franklin	FC-02	Randy Smith	01/31/17	Dixie Clay
Enviromental Contamination	Grenada	-	Eastern Heights Subdivision	07/12/17	Dixie Clay
103164-201000	Panola	003-01-00-W	Lawrence Henderson	10/02/17	Dixie Clay
City of Natchez	Adams	M-1	Joseph Brown	11/01/17	Dixie Clay
City of Natchez	Adams	11	Braxton	11/01/17	Dixie Clay
City of Natchez	Adams	12	Braxton	11/01/17	Dixie Clay
107241-202000	Hinds	013-2-00-W	Dennis Dyess	01/09/18	Steve Shepherd
103215-823000	Rankin	024-0-00-W	Gammage Reed	04/11/18	Steve Shepherd
103215-823000	Rankin	032-0-00-W	Lemmon Taylor	05/03/19	Steve Shepherd
103215-823000	Rankin	020-0-00-W	Johnny Taylor	05/16/18	Steve Shepherd
107241-202000	Hinds	011-02-00-W	Miller / Coleman / White	06/05/18	Dixie Clay
107241-202000	Hinds	012-02-00-W	Miller / Coleman / White	06/05/18	Dixie Clay
107241-202000	Hinds	009-01-00-W	Smith	10/01/18	Dixie Clay
Enviromental Contamination	Grenada	-	Eastern Heights Subdivision	11/19/18	Dixie Clay
102111-201000	Harrison	038-2-00-W	William Dean Thames; Katherine P. Thames; Richard D. Thames	04/15/19	Dixie Clay
LSBP-0019(15)	Franklin	001-00-0-W	Seals and Cameron Est	05/07/19	Dixie Clay
103060-201000	Jackson	075-2-00-W	Smith Properties LP	Settled	Dixie Clay

Attachment: 20210429133934008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

The chart below offers an illustration of the outcome of several court cases our Certified General Appraisers have testified in.

Parcel Number	008-3-00-W	003-01-00-W	011-02-00-W	012-02-00-W
Name	C. Brad Orrison and Brook Orrison Lewis (The Shed)	Lawrence Henderson	Miller / Coleman / White	Miller / Coleman / White
County	Jackson	Panola		
Project Number	103060-201000	103164-201000	107241-202000	107241-202000
Our Due Compensation	$ 176,250.00	$ 3,350.00	$ 24,500.00	$ 26,875.00
Their Due Compensation	$ 1,600,000.00	$ 3,350.00	$ -	$ -
Jury's Award	$ 400,000.00	$ 3,350.00	$ 24,500.00	$ 26,875.00
	$223,750 +/- more than our number	**Our Value**	**Our Value**	**Our Value**

Parcel Number	009-01-00-W	038-2-00-W	075-2-00-W
Name	Smith	William Dean Thames, Katherine P. Thames, Richard D. Thames	Smith Properties, LP
County			
Project Number	107-241-202000	102111-201000	103060-201000
Our Due Compensation	$ 26,875.00	$ 1,028,030.00	$ 60,000.00
Their Due Compensation	$ -	$ 1,688,325.00	$ 120,000.00
Jury's Award	$ 26,875.00	$ 1,165,350.00	$ 80,000.00
	Our Value	**$137,320 more than our number**	**$20,000 more than our number**

Attachment: 20210429133934008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

Parcel Number	004-1-00-W	064-2-00-W	205-0-00-W	613-1-00-W	054-0-00-WT
Name	Doyce Deas	Cayson, et al	Ammark, LLC	Noble, et al	HR Properties
County	Lee	Lee	Madison	Madison	Hancock
Project Number	100007/202000	100007/202000	100486/201000	100486/201000	104637/201000
Our Before Value	$ 2,505,500.00	$ 1,485,100.00	$ 5,453,700.00	$ 1,147,500.00	$ 1,099,600.00
Our Due Compensation	$ 310,000.00	$ 228,050.00	$ 768,800.00	$ 509,000.00	$ 79,400.00
Their Before Value	$ 3,649,524.00	$ 1,740,234.00	$ 6,544,500.00	$ 1,148,122.00	$ 1,640,000.00
Their Due Compensation	$ 684,965.00	$ 359,143.00	$ 1,400,000.00	$ 947,382.00	$ 130,000.00
Jury's Award	$ 319,000.00	$ 228,050.00	$ 856,510.00	$ 509,000.00	$ 79,400.00
	$9,000.00 more than our number	Our Value	$87,710.00 more than our number	Our Value	Our Value

Attachment: 20210429133934008 (8119 : Approve authority for Ridge Point Consultants to acquire ROWs.)

POLICY NO. Account ID 691384
$ 83,165,978.00
AMOUNT OF POLICY AT TIME OF LOSS
1/1/2020
DATE ISSUED
1/1/2021
DATE EXPIRES

SWORN STATEMENT IN
PROOF OF LOSS
Adv. Pmt 2 - 5.4.2021
Wind - Buildings- Struct.

JAC20101830
OUR FILE NO.
SDA 4179090
COMPANY CLAIM NO.
AmWINS Brokerage of Georgia
AGENT
Atlanta, GA
AGENCY AT

To the certain insurance underwriters,
of
At time of loss, by the above indicated policy of insurance, you insured -
Hancock County Board of Supervisors
against loss by named storm to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN
A named storm (Zeta) loss occurred about the hour of _____ o'clock ☐ AM ☐ PM
on the 28th day of October yr 2020, the cause and origin of the said loss were:
These damages were caused by wind

OCCUPANCY
The building described, or containing the property described, was occupied at the time of the loss as follows and for no other purpose whatever: Hancock County owned buildings and structures

TITLE AND INTEREST
At the time of the loss, the interest of your insured in the property described therein was owner _____. No other person or persons had any interest therein or encumbrance thereon, except:
no additional insureds, or loss payees on buildings or structures

CHANGES
Since the said policy was issued, there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except
no changes noted

TOTAL INSURANCE
THE TOTAL AMOUNT OF INSURANCE upon the property described by this policy was, at the time of loss, $ 83,165,978.00, as more particularly specified in the apportionment attached, besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

VALUE THE ACTUAL CASH VALUE of said property at the time of the loss was $ Undetermined

LOSS THE WHOLE LOSS AND DAMAGE was $ 167,062.30

AMOUNT CLAIMED THE AMOUNT CLAIMED under the above numbered policy is $ 56,382.80

STATEMENTS OF INSURED
The said loss did not originate by any act, design or procurement on the part of your insured, or th affiant; nothing has been done by or with the privity or consent of your insured or this affiant, violate the conditions of the policy, or render it void,; no articles are mentioned herein or in annexe schedules but such as were destroyed or damaged at the time of said loss; no property saved has any manner been concealed, and no attempt to deceive the said company, as to the extent of sa loss, has in any manner been made. Any other information that may be required will be furnished ar considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

CAUTION READ BEFORE SIGNING BELOW

State of _____ X _____
County of _____ _____
Insured

Subscribed and sworn to before me this _____ day of _____ (year) _____

_____
Notary Public

Form PR0765 (Rev.9/99)

Attachment: 2021.05.04 Proof of Loss Wind Hancock County (8139 : Approve Statement In Proof of Loss for County Property Zeta Damages.)

Insured: Hancock County
Address: 854 Highway 90
Bay St Louis, MS 39520

SDA Claim #: 4179090
Sedgwick File #: JAC20101830
Date of Loss: 10/28/2020
Occurrence: Zeta

Hancock County Loss Worksheet

Loc	Location Name	Street Name	City	Zip	Orig Year Built	Real Property Value ($)	Personal Property Value ($)	Extra Expense (Blanket)	Total TIV	Invoice # and source	Documented $ Invoices $	Invoice totals	Sedgwick Estimate	RCV	Depreciation	ACV	Deductible	ACV Claim	Comments
1-1	West Shoreline Voting Precinct	10071 Kiln Waveland Cutoff Rd	Bay St. Louis	39520	1991	$52,777	$ -	$ 1,000,000	$1,052,777				$353.50	$353.50	$0.00	$353.50	$10,527.77	$0.00	
5-1	N. Maintenance Barn aka Roads and Bridges	18382 Hwy. 43	Kiln	39556	1990	$400,000	$ 54,075	Included	$454,075				$8,729.22						
										Picayune Doors - 8896 12.29.20	$8,511.00								
										Anchor Signs PO 21000823	$640.00	$9,151.00		$9,151.00	$0.00	$9,151.00	$4,540.75	$4,610.25	Invoiced RCV/ACV
8-1	Arlington Comm Ctr. Vote. Prec	1119 Dick St.	Waveland	39576	1990	$50,816	$ -	Included	$50,816				$9,831.28	$9,831.28	$951.56	$8,879.72	$508.16	$8,371.56	
										Roofing Solutions Low Bid 3.16.21	$8,980.00	$8,980.00							Await the final invoice for F
9-1	Youth Court	126 Court St	Bay St. Louis	39520	1990	$435,480	$ 108,150	Included	$543,630				$17,859.84						
										Roofing Solutions Low Bid3.16.21	$17,890.00	$17,890.00		$17,890.00	$0.00	$17,890.00	$5,436.30	$12,453.70	
10-1	Kiln Community Center	18322 Hwy 43 W. of Hwy 603	Kiln	39556	1970	$50,816	$ -	Included	$50,816								$508.16		
11-1	Superintendant Office	17304 Hwy. 603	Kiln	39556	1990	$116,111	$ -	Included	$116,111				$16,709.55						
	12.22.2020 Low Bid Roof only Mandals - Timberline upgrade									Roofing Solutions Low Bid with Timberline shingles 3.16.2021	$23,890.00	$23,890.00		$21,000.00	$0.00	$21,000.00	$1,161.11	$19,838.89	Await the final invoice for F Reduced loss figure due to upgrade in shingl materials
12-1	Hwy. Patrol DMV Tax	16603 Hwy 603	Kiln	39556	1985	$157,000	$ 216,300	Included	$373,300				$4,516.49	$4,516.49					
	12.22.2020 Mandals Low Roof Bid - Timberline upgrade									roofing Solutions Low Bid Timberline Shingles 3.16.2021	$9,890.00	$9,890.00		$9,000.00	$0.00	$9,000.00	$3,733.00	$5,267.00	Await the final invoice for F Reduced loss figure due to upgrade in shingl materials
13-1	Equip Storage/office (South Barn)	6284 Lower Bay Rd	Bay St. Louis	39520	1985	$196,809	$ -	Included	$196,809				$10,276.26						
	12.22.2020 Roof estimate Carriere - no roof damage noted during inspection									Picayune Doors PO 21000908-001	$9,056.00	$9,056.00		$9,056.00	$0.00	$9,056.00	$1,968.09	$7,087.91	recommended
15-1	Concession Bldg/Necaise	30380 Hwy. 603	Kiln	39466	1990	$107,950	$ 5,408	Included	$113,358	Cant be Beat Fence Inv 17380 - Gate and fence Repair	$1,369.60	$1,369.60		$1,280.00	$0.00	$1,280.00	$1,133.58	$146.42	Sales Taxes removed. This location was not inspected
17-1	Concession Bldg/Kiln ball field	18324 Hwy. 43	Kiln	39556	1990	$67,863	$ 5,408	Included	$73,271				$336.14	$336.14	$0.00	$336.14	$732.71	$0.00	
22-1	Covered Equine & Livestock Arena (values from endt 3.30.2020	4184 Kiln/Delisle Rd	Kiln	39556	1998	$1,980,000	$ 54,075	Included	$2,034,075								$20,340.75		
22-2	Livestock Barn	4184 Kiln/Delisle Rd	Kiln	39556	1998	$70,297	$ 10,815	Included	$81,112				$3,113.75	$3,113.75	$1,214.18	$1,899.57	$811.12	$1,088.45	
25-1	Courthouse(slate roof)	152 Main St	Bay St Louis	39525	1937	$7,000,000	$ 400,000	Included	$7,400,000				$4,521.36	$4,521.36	$291.02	$4,230.34	$74,000.00	$0.00	
										Mandals Low Bid 3,250.00	$3,250.00	$3,250.00							Roof Bid Only - does not include interior repairs
27-1	Annex Building	854 Highway 90	Bay St Louis	39520	2011	6,195,176	$ 626,161	Included	$6,821,337				$8,173.12	$8,173.12	$0.00	$8,173.12	$68,213.37	$0.00	
										Anchor Signs PO 21001822	$540.00	$540.00							Sign only - awaiting awning documentation

Attachment: 01 Loss Worksheet SEDGWICK MASTER Hancock 21.04.24 (8139 : Approve Statement In

32-0	Buildings and Grounds Unnamed Limit $100,000	18382 Highway 43	Kiln	39573	1990	335,520			$335,520				$680.36	$680.36	$0.00	$680.36	$3,355.20	$0.00	
34-1	Animal Shelter-Wind Resistive	7175 Texas Flat Road	Kiln	39520	2012	490,000	$ 10,000	Included	$500,000										
										Coastal Hardware PO 21000552	$109.21	$109.21		$109.21	$0.00	$109.21	$5,000.00	$0.00	Uninspected. Loss is less th deductible
36-1	Gulfview Elementary	7150 Lower Bay Rd.	Bay St Louis	39520	1948	$585,765	$ -	Included	$585,765				$5,909.30	$5,909.30	$0.00	$5,909.30	$5,857.65	$51.65	
37-1	Bayou Caddy Harbor Master Bldg	5120 Pleasure Ave	Bay St Louis	39525	2012	590,084	$ -	Included	$590,084				$7,722.71	$7,722.71	$1,461.43	$6,261.28	$5,900.84	$360.44	
	12.22.2020 Roof siding, gutters, Fascia, Carriere est																		
37-1	**11.17.2020 EMR Elevator Repair FLOOD. Proposal to repair elevator**																		Flood Loss shown at bottor this worksheet
40-1	Lakeshore Community Center	6440 Lower Bay Rd.	Bay St Louis	39520	2013	518,400	$ 15,000	Included	$533,400				$1,549.72						
										Mandal's Bid Award		$2,869.00		$2,869.00	$0.00	$2,869.00	$5,334.00	$0.00	
41-1	Bayside Lakeshore Concession/Baths	6221 Lower Bay Rd	Bay St Louis	39520	2013	75,456	$ 15,000	Included	$90,456				$14,865.99	$14,865.99	$2,868.90	$11,997.09	$904.56	$11,092.53	
										Cant Be Beat Fence Inv. 17323	$385.00								Fence repair - anticipate additional invoices for bleachers
42-1	Health and Human Services Facility	856 Hwy 90	Bay St Louis	39520	2013	4,500,000	$ 100,000	Included	$4,600,000				$1,384.11	$1,384.11	$618.80	$765.31	$46,000.00	$0.00	
43-1	Emergency Children's Shelter	900 Washington St.	Bay St Louis	39520	1967	200,000	$ 75,000	Included	$275,000				$11,361.64						
	12.22.2020 Timberline partial upgrade roof estimate Carrierre									Madal's Noitcie of Award 3.16.2021	$23,368.00	$21,000.00		$21,000.00	$0.00	$21,000.00	$2,750.00	$18,250.00	Upgrade to architectural shingles is reflected in the reduction to 21,000.00
45-1	Washington St Comfort Station	601 S. Beach Blvd	Bay St Louis	39520	2013	597,942	$ -	Included	$597,942	3 PO's for framing materials			$3,111.21	$3,111.21	$52.50	$3,058.71	$5,979.42	$0.00	
											$486.69								
50-1	McLeod Park	8100 Texas Flat Rd.	Kiln	39566	2014	$ 314,872	$ 45,000	Included	$ 359,872										Need to review this locatio for Cause. Is this a combo c cause of loss with flood? Li station.
										PO 21000442 BohnenStiehl Gate repair	$754.00								Looks like wind
										PO 21000915 Magnolia PumpTank and Pump upgrade	$9,895.18								Pump upgrade reduced - possible flood
										PO 21000635 Grinder Pump	$420.00								Is this flood
										Cant be beat Fence Invoice 17323	$7,875.00								Invoice is 7,875.00. 50-1 a 55-1 show a duplicate invo Applied to 55-1
												TBD					$3,598.72		Totals to be determined wl a determination can be ma WIND V. FLOOD
51-1	E-911 Equip Shelter Port Harbor (radio tower)	3055 South Road	Bay St. Louis	39520		$120,000	$ -	Included	$120,000	PO 21001051 Tower inspection - Miller Co.	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$0.00	$2,400.00	$1,200.00	$1,200.00	There is an outstanding Qu for repairs totalling 36,083
55-1	Hancock County Library - Headquarters	312 Highway 90	Bay St Louis	39520	1995	$2,642,292	$ -	Included	$2,642,292				$9,262.10	$9,262.10	$3,000.00	$6,262.10	$26,422.92	$0.00	
	12.22.2020 TWC HVC Quote											$9,262.10							
										Souther Pipe and Supply INV 5108699-00 WVL	$87.78								Hancock county labor is on covered for Overtime. All b supplied is for Regular hou
58-1	Hancock County Sports Complex	Highway 43	Kiln	39566	2018	$500,000	$ -	Included	$500,000										
										PO 21001551 - Lighting Chancellor	$1,635.57								
										PO 21001541 - Lighting Chancellor	$579.98								

Attachment: 01 Loss Worksheet SEDGWICK MASTER Hancock 21.04.24 (8139 : Approve Statement In

										PO 21001467 Boom Truck rental	$3,430.00								
										PO 21001478-001 Chancellor lights	$980.00								
										PO 21000705 Can be beat Fence	$7,875.00								50-1 and 55-1 show a dupl invoice. Applied to 55-1
												$14,500.55	$14,500.55	$14,500.55	$0.00	$14,500.55	$5,000.00	$9,500.55	

TBD $157,168.20 $182,037.18 $10,458.39 $167,062.30 **$99,319.35**

Locations in purple are uninspected

Payments made - Initial ACV claim **-$42,936.55**

Payment recommendation 4.25.2021 - WIND **$56,382.80**

FLOOD

37-1	**11.17.2020 EMR Elevator Repair FLOOD. Proposal to repair elevator**									Multiple Small invoices 4.21.2021	$9,820.47	$9,820.47		$9,820.47	$0.00	$9,820.47	$500,000.00	$0.00	Loss is less than deductible Flood zone deductible sho

For Discussion purposes only.
All Rights Reserved

Prepared by,
Ron Childs
Executvie Gneral Adjuster
Sedgwick

Attachment: 01 Loss Worksheet SEDGWICK MASTER Hancock 21.04.24 (8139 : Approve Statement In

POLICY NO. Account ID 691384
$ 83,165,978.00
AMOUNT OF POLICY AT TIME OF LOSS
1/1/2020
DATE ISSUED
1/1/2021
DATE EXPIRES

SWORN STATEMENT IN PROOF OF LOSS

Adv. Pmt 2 - 5.4.2021
Wind - Buildings- Struct.

JAC20101830
OUR FILE NO.
SDA 4179090
COMPANY CLAIM NO.
AmWINS Brokerage of Georgia
AGENT
Atlanta, GA
AGENCY AT

To the certain insurance underwriters,
of
At time of loss, by the above indicated policy of insurance, you insured -
Hancock County Board of Supervisors
against loss by named storm to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN
A named storm (Zeta) loss occurred about the hour of _____ o'clock ☐ AM ☐ PM on the 28th day of October yr 2020, the cause and origin of the said loss were:
These damages were caused by wind

OCCUPANCY
The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Hancock County owned buildings and structures

TITLE AND INTEREST
At the time of the loss, the interest of your insured in the property described therein was owner. No other person or persons had any interest therein or encumbrance thereon, except:
no additional insureds, or loss payees on buildings or structures

CHANGES
Since the said policy was issued, there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except
no changes noted

TOTAL INSURANCE
THE TOTAL AMOUNT OF INSURANCE upon the property described by this policy was, at the time of loss, $ 83,165,978.00, as more particularly specified in the apportionment attached, besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

VALUE THE ACTUAL CASH VALUE of said property at the time of the loss was $ Undetermined

LOSS THE WHOLE LOSS AND DAMAGE was $ 167,062.30

AMOUNT CLAIMED THE AMOUNT CLAIMED under the above numbered policy is $ 56,382.80

STATEMENTS OF INSURED
The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void,; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

CAUTION READ BEFORE SIGNING BELOW

State of Mississippi
County of Hancock

X Scott Ade
Insured

Subscribed and sworn to before me this 17 day of May (year) 2021

Timothy A. Kellar
Chancery Clerk
By: Valerie Fitts DC
Notary Public

CHANCERY CLERK ★ HANCOCK COUNTY, MISS. ★

My Commission Expires Dec. 31, 20[illegible]

Form PR0765 (Rev.9/99)

Attachment: 20210517 - 2021.05.04 Proof of Loss Wind Hancock County - signed (8139 : Approve Statement In Proof of Loss for County

CONTRACT ALLOCATION ENDORSEMENT

Effective Date: 10/28/2020

This insurance is effected with certain insurance underwriters (hereinafter called the "Underwriters"). The following words shall be deemed to be synonymous: "Underwriters", "Insurers" and "Company".
The liability of each Underwriter on this contract with the Insured is limited to the participation amount shown in the schedule below. The liability of each separate contract listed and for each Underwriter represented thereby for any loss or losses or amounts payable is several as to each and shall not exceed its participation percentage shown below and there is no joint liability of any Underwriters pursuant to this contract. An Underwriter shall not have its liability hereunder increased or decreased by reason of failure or delay of another Underwriter, its successors, assigns, or legal representatives. Any loss otherwise payable under the provisions of the attached policy that exceeds the allocation of "Risk" as defined herein shall be bourne proportionately by the contracts as to their limit of liability at the time and place of the loss bears to the total allocated limits herein.

This contract shall be constructed as a separate contract between the Insured and each of the Underwriters. This evidence of coverage consists of separate sections of a composite insurance for all Underwriter's at Lloyd's combined and separate policies issued by the insurance company(ies), all as identified below. This evidence of coverage does not constitute in any manner or form a joint certificate of coverage by Underwriter's at Lloyd's with any other insurance company(ies).

In witness whereof, the following Underwriters execute and attest these presents, and subscribe for the amount of insurance provided.
The security is as noted below.

LAYER OF PARTICIPITATION		PERILS (AS PER POLICY)	CONTRACT #	COMPANY CODE	POLICY # / CERTIFICATE #	PARTICIPITATION		rate
$100,000 excess of	Deductibles	CYB	QBE20	QBE	MSP-27263-01	$100,000	100.0000%	$0.000
$5,000,000 excess of	Deductibles	F	B123019AMR1063	Lloyds	AMR-65187-01	$5,000,000	100.0000%	$0.118
$5,000,000 excess of	Deductibles	Q	B123019AMR1063	Lloyds	AMR-65187-01	$5,000,000	100.0000%	$0.004
$84,570,833 excess of	Deductibles	AR EXCL NW	GSI20	GSI	10T029659-10947-20-01	$6,765,667	8.0000%	$0.070
$84,570,833 excess of	Deductibles	NW	GSI20	GSI	10T029659-10947-20-01	$6,765,667	8.0000%	$0.269
$84,570,833 excess of	Deductibles	AR EXCL NW	XLA20	IndianH	AMP7535653-01	$3,382,833	4.0000%	$0.070
$84,570,833 excess of	Deductibles	NW	XLA20	IndianH	AMP7535653-01	$3,382,833	4.0000%	$0.269
$84,570,833 excess of	Deductibles	AR EXCL NW	B123020AMR1042	Lloyds	AMR-65187-01	$3,382,833	4.0000%	$0.070
$84,570,833 excess of	Deductibles	AR EXCL NW	B123020AMR1139	Lloyds	AMR-65187-01	$6,765,667	8.0000%	$0.070
$84,570,833 excess of	Deductibles	AR EXCL NW	B123020AMR253-1	Lloyds	AMR-65187-01	$6,765,667	8.0000%	$0.070
$84,570,833 excess of	Deductibles	NW	B123020AMR1042	Lloyds	AMR-65187-01	$3,382,833	4.0000%	$0.269
$84,570,833 excess of	Deductibles	NW	B123020AMR1139	Lloyds	AMR-65187-01	$6,765,667	8.0000%	$0.269
$84,570,833 excess of	Deductibles	NW	B123020AMR252	Lloyds	AMR-65187-01	$6,765,667	8.0000%	$0.269
$84,570,833 excess of	Deductibles	AR EXCL NW	STF20	Steadfast	CPP1062224-01	$17,759,875	21.0000%	$0.070
$84,570,833 excess of	Deductibles	NW	STF20	Steadfast	CPP1062224-01	$17,759,875	21.0000%	$0.269
$84,570,833 excess of	Deductibles	AR EXCL NW	HAN20	HAN	HAN-21443-01	$5,919,958	7.0000%	$0.070
$84,570,833 excess of	Deductibles	NW	HAN20	HAN	HAN-21443-01	$5,919,958	7.0000%	$0.269
$84,570,833 excess of	Deductibles	AR EXCL NW	LEX20	LEX	LEX-014713545-01	$8,457,083	10.0000%	$0.070
$84,570,833 excess of	Deductibles	NW	LEX20	LEX	LEX-014713545-01	$8,457,083	10.0000%	$0.269
$84,570,833 excess of	Deductibles	AR EXCL NW	QBE20	QBE	MSP-27263-01	$14,377,042	17.0000%	$0.070
$84,570,833 excess of	Deductibles	NW	QBE20	QBE	MSP-27263-01	$14,377,042	17.0000%	$0.269
$84,570,833 excess of	Deductibles	AR EXCL NW	ORU20	ORU	ORAMPR006457-01	$2,959,979	3.5000%	$0.070
$84,570,833 excess of	Deductibles	NW	ORU20	ORU	ORAMPR006457-01	$2,959,979	3.5000%	$0.269
$84,570,833 excess of	Deductibles	AR EXCL NW	SSI20	SSI	SSI-14820-01	$3,805,687	4.5000%	$0.070
$84,570,833 excess of	Deductibles	NW	SSI20	SSI	SSI-14820-01	$3,805,687	4.5000%	$0.269
$84,570,833 excess of	Deductibles	AR EXCL NW	USI20	USI	USI-24112-01	$4,228,542	5.0000%	$0.070
$84,570,833 excess of	Deductibles	NW	USI20	USI	USI-24112-01	$4,228,542	5.0000%	$0.269

Attachment: 20210517 - 2021.05.04 Proof of Loss Wind Hancock County - signed (8139 : Approve Statement In Proof of Loss for County

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

STEPHEN C. McCRANEY
EXECUTIVE DIRECTOR

April 19, 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: **00040(0)**
Obligated Amt: $6,072.21
New PW Total: $6,072.21

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: Obligation PW 40 (8112 : Spread Zeta Project Obligations for Street Signs and McLeod Park Debris Removal.)

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: Obligation PW 40 (8112 : Spread Zeta Project Obligations for Street Signs and McLeod Park Debris Removal.)

PA-04-MS-4576-PW-00040(0) P	
Applicant Name:	Application Title:
HANCOCK (COUNTY)	172990 - APP CERT County Sign Replacement
Period of Performance Start:	Period of Performance End:
12-31-2020	06-30-2022

Bundle Reference # (Amendment #)	Date Awarded
PA-04-MS-4576-PW-00040(31)	04-16-2021

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	172990	045-99045-00	04-12-2021	C

APPLICANT: HANCOCK (COUNTY)	WORK COMPLETE AS OF: 04-12-2021 : 100 %

Site 1 of 1

DAMAGED FACILITY: Damage #440110; COUNTY SIGN REPLACEMENT	COUNTY: Hancock

LOCATION: PA-04-MS-4576-PW-00040(0): Hancock County Government Annex 854 Highway 90, Ste A Bay St. Louis, Mississippi 39520 Current Version:	LATITUDE: 30.31325	LONGITUDE: -89.35477

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-04-MS-4576-PW-00040(0):
The Disaster #4576DR, which occurred between 10/28/2020 and 10/29/2020 , caused:

Damage #440110; COUNTY SIGN REPLACEMENT

General Facility Information:
- Facility Type: Components Only
- Facility: Roadway Signage
- Facility Description: County Wide
- Location Description: Hancock County Government Annex 854 Highway 90, Ste A Bay St. Louis, Mississippi 39520
- GPS Latitude/Longitude: 30.31325, -89.35477

General Damage Information:
- Date Damaged: 10/28/2020 to 10/29/2020
- Cause of Damage: Hurricane Zeta - High winds and flying debris

Components:
County Wide:
- Signage, Stop signs, MPH signs, Crossing signs, Beach flag signs, No Parking signs, Its the Law signs, No Swimming signs, high-density urethane (HDU) sign, Tees, and Sign Posts, (108 signs, 20 Tees and 71 posts), destroyed by high winds and flying debris, 100% work completed.

Current Version:

SCOPE OF WORK:

PA-04-MS-4576-PW-00040(0):
440110 COUNTY SIGN REPLACEMENT
Work Completed

Hancock County Board of Supervisors (Applicant) utilized force account equipment and materials for the repairs of roadway and warning signs county wide between November 9, 2020 and December 11, 2020.

1. Replaced Twelve (12) – 30-inch Stop signs
2. Replaced Two (2) – 36-inch Stop signs
3. Replaced Three (3) – Bridge Markers
4. Replaced Five (5) – 24 x 30-inch signs
5. Replaced Ten (10) – Flag signs
6. Replaced Three (3) – 18 x 18-inch signs
7. Replaced Twenty-six (26) – 12-ft sign posts
8. Replaced Forty-five (45) – 10-ft sign posts
9. Replaced Twenty (20) – Sign Tees
10. Replaced Three (3) – Dog Waste Can signs
11. Replaced Thirty-six (36) – Long Blank signs
12. Replaced Thirty-four (34) – Short Blank signs
13. Repaired and repainted One (1) high-density urethane (HDU) sign

Attachment: Obligation PW 40 (8112 : Spread Zeta Project Obligations for Street Signs and McLeod Park Debris Removal.)

Work Completed Totals

1. Force Account Equipment	1 Unit for 81 hours	$1,035.18
2. Force Account Materials		$5,037.03
	Project Total	$6,072.21

Project Notes:

1. The DDD, Scope and Cost have been developed using Small Project Certification forms. All documentation used to validate this project has been specified in Grants Manager.

2. CRC-DVS Validated the Project, 172990 Validation Summary.pdf.

3. The Applicant is not claiming Force Account Labor for this Project.

4. Signage was replaced on the following roadways:
1. 8th Ave
2. Ben Green Rd
3. Catahoula Rd
4. W Daytona Dr
5. Daytown Rd
6. Firetower Rd
7. Florida Blvd
8. Fred at Alkey Rd
9. Fred W Haise Rd
10. Jacksonville Dr
11. Jenness Rd
12. Lakeshore Rd
13. Lawrence Ladner Rd
14. Oahu Rd
15. Old Lower Bay Rd
16. Orlando Dr
17. Point Rd
18. W Redfish Rd
19. Ridge Rd
20. Road 298
21. Roscoe Turner Rd
22. Saint Ann Dr
23. Saint Teresa Dr
24. E Salmond Rd
25. Smith St
26. N Tampa Dr
27. Varado Cutoff

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	$ 1,035.18	$ 1,035.18
2	9009	Material	1/LS	$ 5,037.03	$ 5,037.03
				TOTAL COST	$ 6,072.21

PREPARED BY Mal J Hooker	TITLE PDMG	SIGNATURE
APPLICANT REP. Maureen Anderson	TITLE Grant Administrator	SIGNATURE

COPY

Attachment: Obligation PW 40 (8112 : Spread Zeta Project Obligations for Street Signs and McLeod Park Debris Removal.)

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

STEPHEN C. McCRANEY
EXECUTIVE DIRECTOR

April 19, 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: **00034(0)**
Obligated Amt: $17,300.00
New PW Total: $17,300.00

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: Obligation PW 34 (8112 : Spread Zeta Project Obligations for Street Signs and McLeod Park Debris Removal.)

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: Obligation PW 34 (8112 : Spread Zeta Project Obligations for Street Signs and McLeod Park Debris Removal.)

PA-04-MS-4576-PW-00034(0) P	
Applicant Name:	Application Title:
HANCOCK (COUNTY)	172595 - APP CERT McLeod Park Emergency Protective Meas
Period of Performance Start:	Period of Performance End:
12-31-2020	06-30-2021

Bundle Reference # (Amendment #)	Date Awarded
PA-04-MS-4576-PW-00034(30)	04-16-2021

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	172595	045-99045-00	04-12-2021	B

APPLICANT: HANCOCK (COUNTY)	WORK COMPLETE AS OF: 04-12-2021 : 100 %

Site 1 of 1

DAMAGED FACILITY: Damage # 440104; Emergency Protective Measures (Debris at McLeod Park)	COUNTY: Hancock

LOCATION: PA-04-MS-4576-PW-00034(0): McLeod Park Current Version:	LATITUDE: 30.384894	LONGITUDE: -89.463975

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-04-MS-4576-PW-00034(0):
The Disaster #4576DR, which occurred between 10/28/2020 and 10/29/2020 , caused:

Damage # 440104; Emergency Protective Measures (Debris at McLeod Park)

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 remove debris and regain access to county roads and right of ways at McLeod Park (GPS: 30.384894, -89.463975) from 11/16/2020 to 11/23/2020.

Current Version:

SCOPE OF WORK:

PA-04-MS-4576-PW-00034(0):
440104 Debris at McLeod Park

Work Completed

The applicant utilized contract for the Emergency Protective Measures to McLeod Park.

The cost share for this project is 75%. Work Completed between 11/16/2020 and 11/23/2020.

McLeod Park:

A. Applicant provided Emergency Access for remove debris and regain access to county roads and right of ways at McLeod Park (GPS: 30.384894, -89.463975) from 11/16/2020 to 11/23/2020.

Attachment: Obligation PW 34 (8112 : Spread Zeta Project Obligations for Street Signs and McLeod Park Debris Removal.)

Work Completed:

1. Contract: $17,300.00

Work Completed Total: $17,300.00

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. All costs associated with this project have been validated. Please see document labeled: 172595 - DR4576 - MS - Validation Summary.xlsx

3. Project includes actions and activities related to cut and toss road clearing from right of way and stump grinding.

4. No ground disturbance related to the action and the stump grinding occurred. For more information see attachment labeled: 172595 - DR4576 - MS - Stump Grinding.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	9001	Contract	1/LS	$ 17,300.00	$ 17,300.00
				TOTAL COST	$ 17,300.00

PREPARED BY Mal J Hooker	TITLE PDMG	SIGNATURE
APPLICANT REP. Maureen Anderson	TITLE Grant Administrator	SIGNATURE

COPY

Attachment: Obligation PW 34 (8112 : Spread Zeta Project Obligations for Street Signs and McLeod Park Debris Removal.)

THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

hereby recognizes

Maureen Anderson

Hancock County

for completing 7 Professional Development Hours during

The Local Public Agency Process Training & Certification.

APRIL 21, 2021

DATE CERTIFICATE VALID FOR TWO YEARS FROM DATE OF ISSUE

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
LOCAL TECHNICAL ASSISTANCE PROGRAM

Shirley Johnson

SHIRLEY JOHNSON
MS LTAP DIRECTOR

Attachment: Maureen Anderson LPA (8180 : Spread Grant Administrators LPA Certification for Maureen

THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

hereby recognizes

April Shiyou

Hancock County

for completing 7 Professional Development Hours during

The Local Public Agency Process Training & Certification.

APRIL 21, 2021

DATE CERTIFICATE VALID FOR TWO YEARS FROM DATE OF ISSUE

MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

LOCAL TECHNICAL ASSISTANCE PROGRAM

SHIRLEY JOHNSON
MS LTAP DIRECTOR

Attachment: April S LPA certificate (8180 : Spread Grant Administrators LPA Certification for Maureen

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Hancock County Board of Supervisors 854 Highway 90, Ste A Bay St. Louis, Mississippi 39520	DUNS Number: 188858773 Taxpayer Identification Number: 646000420 Assistance Listing Number and Title: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Scott Adam

Authorized Representative: Scotty Adam
Title: Board President
Date signed: 5/24/21

U.S. Department of the Treasury:

Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Attachment: 20200517 - AcceptanceOfAwardTerms (8190 : Authorize Board President to sign award terms for American Rescue Acts Funds.)

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

   a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

Attachment: 20200517 - AcceptanceOfAwardTerms (8190 : Authorize Board President to sign award terms for American Rescue Acts Funds.)

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications.Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

Attachment: 20200517 - AcceptanceOfAwardTerms (8190 : Authorize Board President to sign award terms for American Rescue Acts Funds.)

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Attachment: 20200517 - AcceptanceOfAwardTerms (8190 : Authorize Board President to sign award terms for American Rescue Acts Funds.)

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

Attachment: 20200517 - AcceptanceOfAwardTerms (8190 : Authorize Board President to sign award terms for American Rescue Acts Funds.)

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Hancock County Board of Supervisors
Recipient

5-24-2021
Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Attachment: 20200517 - AcceptanceOfAwardTerms (8190 : Authorize Board President to sign award terms for American Rescue Acts Funds.)

Applicant: Hancock County BoS (045-99045-00)
Disaster: 4528DR-MS
COVID - 19 Expense Ledger for purchases after June 1, 2020

Vendor	Date	Check #	Transaction #	Item	Amount
Zones	7/6/2020	83040	205008	Tablets at S.O. to allow at home work	$ 3,990.50
CXTEC	6/1/2020	82240	204591	Wireless Access Pts to extend wireless to dead zones	$ 937.06
Zones	7/6/2020	83043	205364	Tablets at Circuit to allow at home work	$ 3,250.00
Office Depot	8/3/2020	83409	206002	3 Chair Mats - cover carpet for sanitation	$ 464.53
Dell Marketing, Inc.	8/3/2020	83256	205980	6 Laptops for Supervisors	$ 13,523.28
Coastal Hardware	7/6/2020	82694	205169	Masking Tape- Marking Distancing at Storm Shelters	$ 55.80
McKesson Medical Surgical	7/6/2020	82884	205009	PPE- Thermometers, Antibacterial Soap, Gauze Sponge	$ 772.62
Visa Card Services	7/6/2020	83029	205447	The Home Depot: $635.00 (Hardware, Supplies to build Spray Gun for sanitation) & School Nurse Supply: $1079.99 (PPE: Thermometer & Probe Covers)	$ 1,714.90
Visa Card Services	7/20/2020	83118	205666	The Home Depot: Spray Gun, Accessories, Batteries	$ 952.92
Harrison County, MS	7/6/2020	82821	204893	Housing Juvenile (Quarantine for 2 weeks before rehab would accept)	$ 2,625.00
Dell Marketing, Inc.	7/25/2020	83801	206327	Laptop systems for all admin to work from home to mitigate covid	$13,427.19
Zones	8/13/2020	91076	P.O. 949174	speakers and lumens	$ 225.00
Kams, Inc.	8/19/2020	unpaid	P.O. 949249	disinfecting fogger equipment and chemicals	$ 2,295.00
Coastal Hardware	9/8/2020	84261	P.O. 949449	barracading chains, hooks etc.	$ 72.10
CXTec, Inc.	9/10/2020	84267	P.O. 949501	4 desk phones required for operation social distancing measures in jail/court	$ 680.74
Coastal Hardware	8/17/2020	83741	206324	barracading chains, hooks etc.	$ 210.17
Coastal Hardware	8/28/2020	83749	206703	barracading chains, hooks etc.	$ 43.63
CXTec, Inc.	8/17/2020	83774	206369	webcam for computer, zoom meetings for social distancing	$ 901.49
Lowes Credit Services	8/5/2020	83988	206088	tank sprayer (building disinfectant fogger)	$ 56.88
Zones	8/17/2020	84228	206364	acoustic stereo headset	$ 150.00
Yarborough Law Firm	9/4/2020	84384	206826	Legal (technical) assistance 1.5 hours on 8/3/20 for PPP claims	$ 270.00
McKesson Medical Surgical	10/13/2020	90892	21000195	Covid Testing Equipment	$ 2,071.26
McKesson Medical Surgical	11/18/2020	91255	21000571	Detection Test Kits	$ 4,425.00
Coastal Hardware	9/29/2020	90475	PO 949590	Sash Chain for barracading	$ 20.03
Coastal Hardware	9/29/2020	90474	21000003	Face shield, safety goggles	$ 38.98
McKesson Medical Surgical	11/17/2020	90892	21000557	Alcohol wipes for sanitizing Jail	$ 1,326.60
Coast Glass & Mirror	12/8/2020	91376	21000755	Plexiglass for Homestead Exemption desk	$ 200.00
Visa Card Services	11/1/2020	91154	0014 Dec 2020	The Home Depot: 3 separate transactions - Supplies for Spray guns	$ 994.24
				Total:	**$ 55,694.92**

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination

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

PO No : 9

Req. No 156452
Page 1

T O:
ZONES, INC
1102 15TH STREET 5W
SUITE 102
AUBURN WA 98001

S H I P T O:
DETENTION FACILITY
8450 HIGHWAY 90
BAY ST LOUIS, MS 39520

Date Ordered	Date Required	Department	Entered
5/11/2020	6/11/2020	222 INMATE MEDICAL	RSW

Quantity:	Item Description	Unit Cost	Extension
8.00	SAMSUNG 10.1" TABLET	355.00EA	2840.
8.00	GRIFFING SURVIVOR ALL TERRAIN CASE	54.00EA	432.
8.00	TRIPP LITE HEAVY DUTY CABLE	17.00EA	136.
5.00	SANDISK CRUZER FLASH DRIVE, 128GB	21.50EA	107.
5.00	RAIN DESIGN MSTAND DESKTOP STAND	65.00EA	325.
10.00	STEREO HEADSET	15.00EA	150.
		Total	$3,990.

ENTERED
JUN 09 2020
ACCOUNTS PAYABLE

APPROVAL: BOARD OF SUPERVISORS

BY: _____
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:
1. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
2. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
3. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
4. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
5. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Hancock County Sheriff's Office
8450 U.S. Highway 90
Bay St. Louis, MS 39520

PURCHASE REQUEST

Purchase Requisition Number: 156452

Division Information	
Division: Sheriff's Office	Person Responsible: Casey
Account: 001-222-919	
Date SUBMITTED: 05/11/2020	
P.O. Number: 948025	

Vendor
Company Name: Zones
Name:
Address:
City, State, Zip

TO PURCHASE CLERK:

This is your authority to purchase for the above indicated county department or office, the following equipment, heavy equipment, machinery, supplies, materials or services.

Item	Quantity	Description	Unit Price	Amount
	08	Samsung 10.1" Tablet	$355.00	$2840.00
	08	Griffin Survivor All Terrain Case	$54.00	$432.00
	08	Tripp Lite Heavy Duty Cable	$17.00	$136.00
	05	Sasndisk Cruzer Flash Drive, 128 GB	$21.50	$107.50
	05	Rain Design mStand Desktop Stand	$65.00	$325.00
	10	Stereo Headset	$15.00	$150.00
			Total	$3990.50

Notes:

APPROVED:

Authorized Department Representative

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

ZONES™

5/11/2020

Bill To:
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS,MS 39520
Phone : (228) 467-5404

Ship To:
JASON BANS
Hancock County Sheriff's Office
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520
USA

Account # 0071075518
Quote : K1521020
PO# :

Software prices subject to change
Hardware quotes are valid for 7 business days
Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES LLC
PO Box 34740
Seattle WA 98124-1740

PLEASE SEND PURCHASE ORDERS DIRECTLY TO YOUR ZONES LLC ACCOUNT MANAGER VIA FAX OR EMAIL

Paul Imkamp
AE
Phone:800-381-9663 (53107)
Email:paul.imkamp@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
007538136-NEW	8	SAMSUNG ELECTRONICS AMERICA	10.1IN TAB A 128GB SILVER WI-FI / SERIES A / 10.1IN SCREEN	SM-T510NZSGXAR	355.00	2,840.00
007701668-NEW	8	GRIFFIN TECHNOLOGY INC	GRIFFIN SURVIVOR ALL-TERRAIN GXY10.1	GSA-026-BLK	54.00	432.00
007278397-PUB	8	TRIPP LITE	HEAVY DUTY USB-A TO USB C CHARGING 10FT	U038-010-GY-MAX	17.00	136.00
A 04035012	5	SANDISK CORP.	128GB SDCZ60-128G-A46 CRUZER GLIDE FLASH DRIVE B	SDCZ60-128G-A46	21.50	107.50
004281859-NEW	5	RAIN DESIGN	Rain Design mStand tablet pro 12.9 - desktop stand	10064	65.00	325.00
006285752-PUB	10	CYBER ACOUSTICS LLC	STEREO HEADSET W/ SINGLE 3.5MM FLEX MIC BRAIDED CORD CORD MGMT	AC-4000	15.00	150.00

ASK US ABOUT
Installation Services
On-site Technical Services and Hourly Service Rates
Remote Help Desk and Remote Network OS Support

Visit us on the web: **http://www.zones.com**

Sub-Total:	**$3,990.50**
Estimated Sales Tax:	$0.00
FedEx Ground:	$0.00
Grand Total:	**$3,990.50**

FINANCING, LEASING AND SUBSCRIPTION OPTIONS AVAILABLE ! CONTACT LEASING@ZONES.COM FOR MORE INFORMATION !

ZONES LLC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663

BBB Member

CERTIFIED as an NMSDC MINORITY BUSINESS ENTERPRISE by the NMSDC

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM/TERMSOFSALE ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

RECEIVING REPORT

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

VENDOR Zones

DATE RECEIVED 6-4-20

(BY PURCHASE CLERK)

REQUISITION # 15645

PURCHASE ORDER 94862

SHIPPED FROM _____ VIA _____

QTY	DESCRIPTION 001-222-919	UNIT PRICE	TOTAL
8	Samsung 10.1" tablet	355.00	2840.
8	Griffin Survivor all-terain case	54.00	432.
5	128GB flash drive	21.50	107.5
8	USBA-USBC 10' Charge Cord	17.00	136.0
5	Rain design mStand desktop Stand	65.00	325.0
10	Stereo headset	15.00	150.0
	TOTAL AMOUNT OF PURCHASE RECEIVED:		3990.

RECEIVED BY Jason Burns

VERIFIED BY

PURCHASE CLERK

INSTRUCTIONS: A receiving report shall be prepared in triplicate and sh
be delivered to the purchase clerk no later than noon on
third regular business day after receipt of the merchandi

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

ZONES
Connecting Business and Technology

ZONES LLC
1102 15th Street S.W., Suite 102
Auburn, WA 98001
CR Dept. (800)570-2410

Fax: (253)205-3862
EIN: 91-1431894

INVOICE K15210200104
Invoice date 05/12/2020
Order date 05/11/2020

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
Hancock County Sheriff's Office
JASON BANS
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520
USA

PURCHASE ORDER NO	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
948025	0071075518	USD	06/11/2020	30 Days

SHIPPED	PART NO	MANUF. PART NO	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
8	007538136-NEW	SM-T510NZSGXAR	10.1IN TAB A 128GB SILVER WI-FI / SERIES A / 10.1IN SCREEN Serial Numbers: R52N40KDK3P R52N40Q40SE R52N40Q40VB R52N40Q8D2M R52N40Q8FPJ R52N40G3BLD R52N40G3CSZ R52N403E80B	355.00	2,840.00
			Shipping Methods: FedEx 164686435700 FedEx 164686435711		

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
$2,840.00	$0.00	$0.00	$0.00	$2,840.00

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM\TERMSOFSALE ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

Please Remit Payment To:
PO Box 34740
Seattle, WA 981241740
usa

ACH or Wire (USD):
Bank - US Bank, Account – 153591215337, Routing / ABA - 125000105
Bank Code - USBKUS44IMT
Remittance: E-mail - wire.transfers@zones.com Fax - 253-205-2977

INVOICE NO	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
K15210200104	0071075518	USD	06/11/2020	30 Days

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
Hancock County Sheriff's Office
JASON BANS
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520
USA

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
$2,840.00	$0.00	$0.00	$0.00	$2,840.00

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

ZONES
Connecting Business and Technology

ZONES LLC
1102 15th Street S.W., Suite 102
Auburn, WA 98001
CR Dept. (800)570-2410

Fax: (253)205-3862
EIN: 91-1431894

INVOICE K15210200102
Invoice date 05/12/2020
Order date 05/11/2020

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
Hancock County Sheriff's Office
JASON BANS
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520
USA

PURCHASE ORDER NO	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
948025	0071075518	USD	06/11/2020	30 Days

SHIPPED	PART NO	MANUF. PART NO	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
8	007701668-NEW	GSA-026-BLK	GRIFFIN SURVIVOR ALL-TERRAIN GXY10.1	54.00	432.00
5	A 04035012	SDCZ60-128G-A46	128GB SDCZ60-128G-A46 CRUZER GLIDE FLASH DRIVE B	21.50	107.50
			Shipping Methods: FedEx 151375758222		

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
$539.50	$0.00	$0.00	$0.00	$539.50

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM\TERMSOFSALE ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

ENTERED
JUN 09 2020
ACCOUNTS PAYABLE

Please Remit Payment To:
PO Box 34740
Seattle, WA 981241740
usa

ACH or Wire (USD):
Bank - US Bank, Account – 153591215337, Routing / ABA - 125000105
Bank Code - USBKUS44IMT
Remittance: E-mail - wire.transfers@zones.com Fax - 253-205-2977

INVOICE NO	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
K15210200102	0071075518	USD	06/11/2020	30 Days

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
Hancock County Sheriff's Office
JASON BANS
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520
USA

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
$539.50	$0.00	$0.00	$0.00	$539.50

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

ZONES
Connecting Business and Technology

ZONES LLC
1102 15th Street S.W., Suite 102
Auburn, WA 98001
CL. Dept. (800)570-2410

Fax: (253)205-3862
EIN: 91-1431894

INVOICE K15210200101
Invoice date 05/11/2020
Order date 05/11/2020

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
Hancock County Sheriff's Office
JASON BANS
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520
USA

PURCHASE ORDER NO	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
948025	0071075518	USD	06/10/2020	30 Days

SHIPPED	PART NO	MANUF. PART NO	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	017278397-PUB	U038-010-GY-MAX	HEAVY DUTY USB-A TO USB C CHARGING 10FT	17.00	17.00
			Shipping Methods: FedEx 061319696541911		

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
17.00	$0.00	$0.00	$0.00	$17.00

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM/TERMSOFSALE ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

FAXED 5.27

Please Remit Payment To:
PO Box 34740
Seattle, WA 981241740
usa

ACH or Wire (USD):
Bank - US Bank, Account – 153591215337, Routing / ABA - 12500[illegible]
Bank Code - USBKUS44IMT
Remittance: E-mail - wire.transfers@zones.com Fax - 253-205-2977

INVOICE NO	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
K15210200101	0071075518	USD	06/10/2020	30 Days

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
Hancock County Sheriff's Office
JASON BANS
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520
USA

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
$17.00	$0.00	$0.00	$0.00	$17.00

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

ZONES
Connecting Business and Technology

ZONES LLC
1102 15th Street S.W., Suite 102
Auburn, WA 98001
CR Dept. (800)570-2410

Fax: (253)205-3862
EIN: 91-1431894

INVOICE K15210200105
Invoice date 05/27/2020
Order date 05/11/2020

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
Hancock County Sheriff's Office
JASON BANS
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520
USA

PURCHASE ORDER NO	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
948025	0071075518	USD	06/26/2020	30 Days

SHIPPED	PART NO	MANUF. PART NO	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
7	007278397-PUB	U038-010-GY-MAX	HEAVY DUTY USB-A TO USB C CHARGING 10FT	17.00	119.00
			Shipping Methods: FedEx 061319696860548		

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
$119.00	$0.00	$0.00	$0.00	$119.00

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM\TERMSOFSALE ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

Please Remit Payment To:
PO Box 34740
Seattle, WA 981241740
usa

ACH or Wire (USD):
Bank - US Bank, Account – 153591215337, Routing / ABA - 125000105
Bank Code - USBKUS44IMT
Remittance: E-mail - wire.transfers@zones.com Fax - 253-205-2977

INVOICE NO	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
K15210200105	0071075518	USD	06/26/2020	30 Days

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
Hancock County Sheriff's Office
JASON BANS
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520
USA

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
$119.00	$0.00	$0.00	$0.00	$119.00

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

ZONES
Connecting Business and Technology

ZONES LLC
1102 15th Street S.W., Suite 102
Auburn, WA 98001
CR Dept. (800)570-2410

Fax: (253)205-3862
EIN: 91-1431894

INVOICE K15210200106
Invoice date 05/29/2020
Order date 05/11/2020

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
Hancock County Sheriff's Office
JASON BANS
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520
USA

PURCHASE ORDER NO	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
948025	0071075518	USD	06/28/2020	30 Days

SHIPPED	PART NO	MANUF. PART NO	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
4	004281859-NEW	10064	Rain Design mStand tablet pro 12.9 - desktop stand	65.00	260.00
			Shipping Methods: FedEx 150773909265 FedEx 150773909276		

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
$260.00	$0.00	$0.00	$0.00	$260.00

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM/TERMSOFSALE ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

Please Remit Payment To:
PO Box 34740
Seattle, WA 981241740
usa

ACH or Wire (USD):
Bank - US Bank, Account – 153591215337, Routing / ABA - 125000105
Bank Code - USBKUS44IMT
Remittance: E-mail - wire.transfers@zones.com Fax - 253-205-2977

INVOICE NO	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
K15210200106	0071075518	USD	06/28/2020	30 Days

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
Hancock County Sheriff's Office
JASON BANS
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520
USA

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
$260.00	$0.00	$0.00	$0.00	$260.00

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

ZONES
Connecting Business and Technology

ZONES LLC
1[illegible] 15th Street S.W., Suite 102
Auburn, WA 98001
C[illegible] Dept. (800)570-2410

Fax: (253)205-3862
EIN: 91-1431894

INVOICE K15210200103
Invoice date 05/12/2020
Order date 05/11/2020

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
[illegible] HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
Hancock County Sheriff's Office
JASON BANS
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520
USA

PURCHASE ORDER NO	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
948025	0071075518	USD	06/11/2020	30 Days

SHIPPED	PART NO	MANUF. PART NO	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	1004281859-NEW	10064	Rain Design mStand tablet pro 12.9 - desktop stand	65.00	65.00
			Shipping Methods: FedEx 150773123521		

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
$65.00	$0.00	$0.00	$0.00	$65.00

[illegible] THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC THAT GOVERNS THE SALE ASSOCIATED HEREWITH. SUCH AGREEMENT SHALL GOVERN. OTHERWISE THE TERMS AND CONDITIONS OF SALE SET [illegible] WEB PAGE LINKED AT WWW.ZONES.COM/TERMSOFSALE ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND [illegible] IF APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY [illegible] EXPRESS AND IMPLIED WARRANTIES.

Please Remit Payment To:
PO Box 847740
Seattle WA 98124-7740
USA

ACH or Wire (USD):
Bank - US Bank, Account - 153591215337, Routing / ABA - 125000105
Bank Code - USBKUS44IMT
Remittance: E-mail - wire.transfers@zones.com Fax - 253-205-2977

INVOICE NO	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
K15210200103	0071075518	USD	06/11/2020	30 Days

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
[illegible] HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
Hancock County Sheriff's Office
JASON BANS
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520
USA

FAXED 5.27

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
$65.00	$0.00	$0.00	$0.00	$65.00

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

ZONES
Connecting Business and Technology

ZONES LLC
1102 15th Street S.W., Suite 102
Auburn, WA 98001
CR Dept. (800)570-2410

Fax: (253)205-3862
EIN: 91-1431894

INVOICE K15210200107
Invoice date 06/02/2020
Order date 05/11/2020

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
Hancock County Sheriff's Office
JASON BANS
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520
USA

PURCHASE ORDER NO	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
948025	0071075518	USD	07/02/2020	30 Days

SHIPPED	PART NO	MANUF. PART NO	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
10	006285752-PUB	AC-4000	STEREO HEADSET W/ SINGLE 3.5MM FLEX MIC BRAIDED CORD CORD MGMT	15.00	150.00
			Customer Reference: Shipping Methods: FedEx 152968782802		

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
$150.00	$0.00	$0.00	$0.00	$150.00

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM\TERMSOFSALE ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

Please Remit Payment To:
PO Box 34740
Seattle, WA 981241740
usa

ACH or Wire (USD):
Bank - US Bank, Account – 153591215337, Routing / ABA - 125000105
Bank Code - USBKUS44IMT
Remittance: E-mail - wire.transfers@zones.com Fax - 253-205-2977

INVOICE	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
K15210200107	0071075518	USD	07/02/2020	30 Days

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
Hancock County Sheriff's Office
JASON BANS
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520
USA

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
$150.00	$0.00	$0.00	$0.00	$150.00

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCIQ01 ACCTCYPO CASH DISBURSEMENTS DATA ENTRY GLWCIQ01/P4

Fund 001 GENERAL FUND Trans 205008 Amount 39

Claim 3047 Claim Date 6 9 2020 Release Date 6 9 2020 Status P N O V D H

Bank 6 Check Date 7 6 2020 Check 83040 Cash Account 000 002

Voided by Reason

Vendor No Payee ZONES, INC CLEARED 7 31 202

9399 Addr1 1102 15TH STREET 5W Added 20200609 - REBA

Addr2 SUITE 102 Chged 00000000 -

City AUBURN WA 98001 -

For Investments CD No Maturity Date Rate

Account	Description	Invoice	PO Number	Amount
001222919	SAMSUNG 10.1" TABLET	PO#948025	948025	2840.00
001222919	GRIFFING SURVIVOR ALL TERRAIN	PO#948025	948025	432.00
001222919	TRIPP LITE HEAVY DUTY CABLE	PO#948025	948025	136.00
001222919	SANDISK CRUZER FLASH DRIVE, 12	PO#948025	948025	107.50
001222919	RAIN DESIGN MSTAND DESKTOP STA	PO#948025	948025	325.00
001222919	STEREO HEADSET	PO#948025	948025	150.00

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F14-PAPERLINK

F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT
1-86

TheFirst

083040
CHECK NO.

83040

Ref: 001-0205008 Claim No. 3047

Three Thousand Nine Hundred Ninety And 50/100 Dollars

PAY TO THE ORDER OF:

DATE 7/ 6/2020

AMOUNT $3,990.50

TIMOTHY A. KELLAR, CHANCERY CLERK

ZONES, INC**********
1102 15TH STREET SW
SUITE 102
AUBURN WA 98001

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

⑈083040⑈ ⑆065303360⑆625002787⑈

ENDORSE HERE

FOR DEPOSIT ONLY
ZONES INC
DO NOT WRITE, PLACE BANK BELOW THIS LINE
153591215337

P U R C H A S E O R D E R

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

PO No : [illegible]

Req. No 154254
Page 1

T O:	S H I P T O:
CXTEC P.O. BOX 4799 SYRACUSE NY 13221	I.T. DEPARTMENT 854 HIGHWAY 90 SUITE A BAY ST. LOUIS, MS 39520

Date Ordered	Date Required	Department	Entered
4/27/2020	5/27/2020	125 I.T. DEPARTMENT	RSW

Quantity:	Item Description	Unit Cost	Extension
6.00:	CISCO 1142 APS #261282	139.00EA:	834.
1.00:	2 POST RACKMOUNT KIT FOR DELL SWITCHES	78.50EA:	78.
1.00:	SHIPPING	23.48EA:	23.

Total $935.

APPROVAL: BOARD OF SUPERVISORS

BY: _____
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:
1. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
2. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
3. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
4. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
5. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE REQUISITION #: 154254

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

PO NUMBER _____

DEPT IT

DATE 04/27/2

CHARGE _____ ROAD MAINTENANCE

_____ BRIDGE & CULVERT

_____ REVENUE SHARING

✓ OTHER 001-125-680

DATE NEEDED _____

VENDOR Cdec

TO THE PURCHASE CLERK:
THIS IS YOUR AUTHORITY TO PURCHASE FOR THE ABOVE INDICATED COUNTY DEPARTMENT OR OFFICE THE FOLLOWING EQUIPMENT, HEAVY EQUIPMENT, MECHINERY, SUPPLIES, MATERIALS, OR SERVICES.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
6	Cisco 1142 APs Part #261282	139.00	834.00
1	2post rackmount kit for Dell switches	78.50	78.50
1	Shipping	23.48	23.48

TOTAL AMOUNT OF PURCHASE REQUISITION: 935.98

APPROVED _____ AUTHORIZED DEPARTMENT REPRESENTATIVE

INSTRUCTIONS:
The county department or office requesting the merchandise must issue this requisition for any purchases.
Deliver copies 1, 2 & 3 to the puchase clerk, and file copy 4 in the department making the request.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

RECEIVING REPORT

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

VENDOR Cxtec

DATE RECEIVED 5-4-2

(BY PURCHASE CLERK)

REQUISITION # 15425

PURCHASE ORDER 9478

SHIPPED FROM _____ VIA _____

QTY	DESCRIPTION	UNIT PRICE	TOTAL
10	Cisco 1142 AP's		
1	NIB Dell rails for N Series Switches		
	F.T.		

TOTAL AMOUNT OF PURCHASE RECEIVED:

RECEIVED BY

Tracy O'Neal 5-11-2020

VERIFIED BY

PURCHASE CLERK

INSTRUCTIONS: A receiving report shall be prepared in triplicate and sha
be delivered to the purchase clerk no later than noon on t
third regular business day after receipt of the merchandi

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

cxtec

ATLANTIX Global CABLExpress

DIVISIONS OF CXTEC

Phone: 315-476-3000
Fax: 315-455-1800

Remit To:
CXtec
PO Box 5211 - Dept 116003
BINGHAMTON, NY US 13902-5211

Ship To:
Hancock County I.T. Department
854 Highway 90
Suite A
Bay Saint Louis, MS US 39520

INVOICE

NUMBER 7033779	
DATE 27-Apr-2020	**PAGE** 1 of 2
PURCHASE ORDER NUMBER 947865	
ORDER NUMBER 1188427	
CUSTOMER NBR 331083	**SITE ID** 1391277

Bill To:
Hancock County Bookkeeping Dept.
Hancock County I.T. Department
854 Highway 90
Suite A
Bay Saint Louis, MS US 39520

DOMESTIC WIRE TRANSFER	INTERNATIONAL WIRE TRANSFER	OVERNIGHT ADDRESS	BANK ADDRESS
Bank Name: JPMorgan Chase **Acct. Name:** CXtec Inc **Acct. Number:** 708188792 **Routing #:** 021-000-021	**Bank Name:** JPMorgan Chase **Acct. Name:** CXtec Inc **Acct. Number:** 708188792 **Routing #:** 021-000-021 **Swift Code:** CHASUS33	Cxtec Inc. 5404 South Bay Road Syracuse, NY 13212	JPMorgan Chase 500 Plum Street 7th Floo Syracuse, NY 13204

TERMS	DUE DATE	SALESPERSON	CUSTOMER CONTACT	
Net 30 Days	27-May-2020	Natalie Fisher	Schaefer, Scott	
SHIP DATE	**FOB**	**FREIGHT TERMS**	**SHIP VIA**	**WAYBILL NUMBER**
27-Apr-2020	ORIGIN	Prepaid & Add	UPS	0

LINE NO	ITEM NUMBER	DESCRIPTION	QTY ORDERED	QTY SHIPPED	UNIT PRICE	EXTENSIO
1	AIR-LAP1142 N-A-K9	equal2new CISCO 1142 802.11A/G/N FIXED UNIFIED AP INT ANT FCC CFG	6	6	139.00	834.
2	FREIGHT	SHIPPING/HANDLING CHARGE - TOTAL FOR ORDER	1	1	24.56	24

UPS- 1Z1168510300173835

SUBTOTAL	858.
TAX	0.
INVOICE TOTAL	858.

A FINANCE CHARGE of 1.5% per month will be added past due invoices. All prices are in US Dollars.

ENTERED
MAY 12 2020
ACCOUNTS PAYABLE

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

cxtec
ATLANTIX Global CABLExpress
DIVISIONS OF CXTEC
Phone: 315-476-3000
Fax: 315-455-1800

Remit To:
CXtec
PO Box 5211 - Dept 116003
BINGHAMTON, NY US 13902-5211

Ship To:
Hancock County I.T. Department
854 Highway 90
Suite A
Bay Saint Louis, MS US 39520

INVOICE

NUMBER 7033779	
DATE 27-Apr-2020	**PAGE** 2 of 2
PURCHASE ORDER NUMBER 947865	
ORDER NUMBER 1188427	
CUSTOMER NBR 331083	**SITE ID** 1391277

Bill To:
Hancock County Bookkeeping Dept.
Hancock County I.T. Department
854 Highway 90
Suite A
Bay Saint Louis, MS US 39520

DOMESTIC WIRE TRANSFER	INTERNATIONAL WIRE TRANSFER	OVERNIGHT ADDRESS	BANK ADDRESS
Bank Name: JPMorgan Chase **Acct. Name:** CXtec Inc **Acct. Number:** 708188792 **Routing #:** 021-000-021	**Bank Name:** JPMorgan Chase **Acct. Name:** CXtec Inc **Acct. Number:** 708188792 **Routing #:** 021-000-021 **Swift Code:** CHASUS33	Cxtec Inc. 5404 South Bay Road Syracuse, NY 13212	JPMorgan Chase 500 Plum Street 7th Floo Syracuse, NY 13204

TERMS	DUE DATE	SALESPERSON	CUSTOMER CONTACT	
Net 30 Days	27-May-2020	Natalie Fisher	Schaefer, Scott	
SHIP DATE	**FOB**	**FREIGHT TERMS**	**SHIP VIA**	**WAYBILL NUMBER**
27-Apr-2020	ORIGIN	Prepaid & Add	UPS	0

LINE NO	MFG/CXTEC SERIAL NUMBERS
1	FTX1605E3E0/14254812, FTX1411K1G1/14254828, FTX1410K1QT/14254864, FTX1529K35F/14256111, FTX1529E2SJ/14256116, FTX1529K6V8/14256140

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

cxtec

ATLANTIX Global | CABLExpress

DIVISIONS OF CXTEC

Phone: 315-476-3000
Fax: 315-455-1800

Remit To:
CXtec
PO Box 5211 - Dept 116003
BINGHAMTON, NY US 13902-5211

Ship To:
Hancock County I.T. Department
854 Highway 90
Suite A
Bay Saint Louis, MS US 39520

INVOICE

NUMBER 7034010	
DATE 29-Apr-2020	**PAGE** 1 of 2
PURCHASE ORDER NUMBER 947865	
ORDER NUMBER 1188427	
CUSTOMER NBR 331083	**SITE ID** 1391277

Bill To:
Hancock County Bookkeeping Dept.
Hancock County I.T. Department
854 Highway 90
Suite A
Bay Saint Louis, MS US 39520

DOMESTIC WIRE TRANSFER	INTERNATIONAL WIRE TRANSFER	OVERNIGHT ADDRESS	BANK ADDRESS
Bank Name: JPMorgan Chase **Acct. Name:** CXtec Inc **Acct. Number:** 708188792 **Routing #:** 021-000-021	**Bank Name:** JPMorgan Chase **Acct. Name:** CXtec Inc **Acct. Number:** 708188792 **Routing #:** 021-000-021 **Swift Code:** CHASUS33	Cxtec Inc. 5404 South Bay Road Syracuse, NY 13212	JPMorgan Chase 500 Plum Street 7th Floor Syracuse, NY 13204

TERMS	DUE DATE	SALESPERSON	CUSTOMER CONTACT	
Net 30 Days	29-May-2020	Natalie Fisher	Schaefer, Scott	
SHIP DATE	**FOB**	**FREIGHT TERMS**	**SHIP VIA**	**WAYBILL NUMBER**
29-Apr-2020	ORIGIN	Prepaid & Add	UPS	0

LINE NO	ITEM NUMBER	DESCRIPTION	QTY ORDERED	QTY SHIPPED	UNIT PRICE	EXTENSION
1	770-BBGY	NIB DELL RAILS FOR N SERIES SWITCHES, ONE	1	1	78.50	78.5(

UPS- 1Z3225560300019972

SUBTOTAL	78.5(
TAX	0.0(
INVOICE TOTAL	78.5(

A FINANCE CHARGE of 1.5% per month will be added o
past due invoices. All prices are in US Dollars.

ENTERED
MAY 12 2020
ACCOUNTS PAYABLE

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

cxtec

ATLANTIX Global | CABLExpress

DIVISIONS OF CXTEC

Phone: 315-476-3000
Fax: 315-455-1800

Remit To:
CXtec
PO Box 5211 - Dept 116003
BINGHAMTON, NY US 13902-5211

Ship To:
Hancock County I.T. Department
854 Highway 90
Suite A
Bay Saint Louis, MS US 39520

INVOICE

NUMBER 7034010	
DATE 29-Apr-2020	**PAGE** 2 of 2
PURCHASE ORDER NUMBER 947865	
ORDER NUMBER 1188427	
CUSTOMER NBR 331083	**SITE ID** 1391277

Bill To:
Hancock County Bookkeeping Dept.
Hancock County I.T. Department
854 Highway 90
Suite A
Bay Saint Louis, MS US 39520

DOMESTIC WIRE TRANSFER	INTERNATIONAL WIRE TRANSFER	OVERNIGHT ADDRESS	BANK ADDRESS
Bank Name: JPMorgan Chase **Acct. Name:** CXtec Inc **Acct. Number:** 708188792 **Routing #:** 021-000-021	**Bank Name:** JPMorgan Chase **Acct. Name:** CXtec Inc **Acct. Number:** 708188792 **Routing #:** 021-000-021 **Swift Code:** CHASUS33	Cxtec Inc. 5404 South Bay Road Syracuse, NY 13212	JPMorgan Chase 500 Plum Street 7th Floor Syracuse, NY 13204

TERMS	DUE DATE	SALESPERSON	CUSTOMER CONTACT	
Net 30 Days	29-May-2020	Natalie Fisher	Schaefer, Scott	
SHIP DATE	**FOB**	**FREIGHT TERMS**	**SHIP VIA**	**WAYBILL NUMBER**
29-Apr-2020	ORIGIN	Prepaid & Add	UPS	0

LINE NO	MFG/CXTEC SERIAL NUMBERS
1	OC00149006/NA

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCIQ01 ACCTCYPO CASH DISBURSEMENTS DATA ENTRY GLWC

Fund 001 GENERAL FUND Trans 204591 Amount 9

Claim 2800 Claim Date 5 12 2020 Release Date 5 12 2020 Status P N O V D H

Bank 6 Check Date 6 1 2020 Check 82240 Cash Account 000 002

Voided by Reason

Vendor No Payee CXTEC CLEARED 6 30 202

9552 Addr1 P.O. BOX 4799 Added 20200518 - REBA

Addr2 Chged 00000000 -

City SYRACUSE NY 13221 -

For Investments CD No Maturity Date Rate

Account	Description	Invoice	PO Number	Amount
001125690	2 POST RACKMOUNT KIT FOR DELL	7034010	947865	78.50
001125690	CISCO 1142 APS #261282	7033779	947865	834.00
001125690	SHIPPING	7033779	947865	24.56

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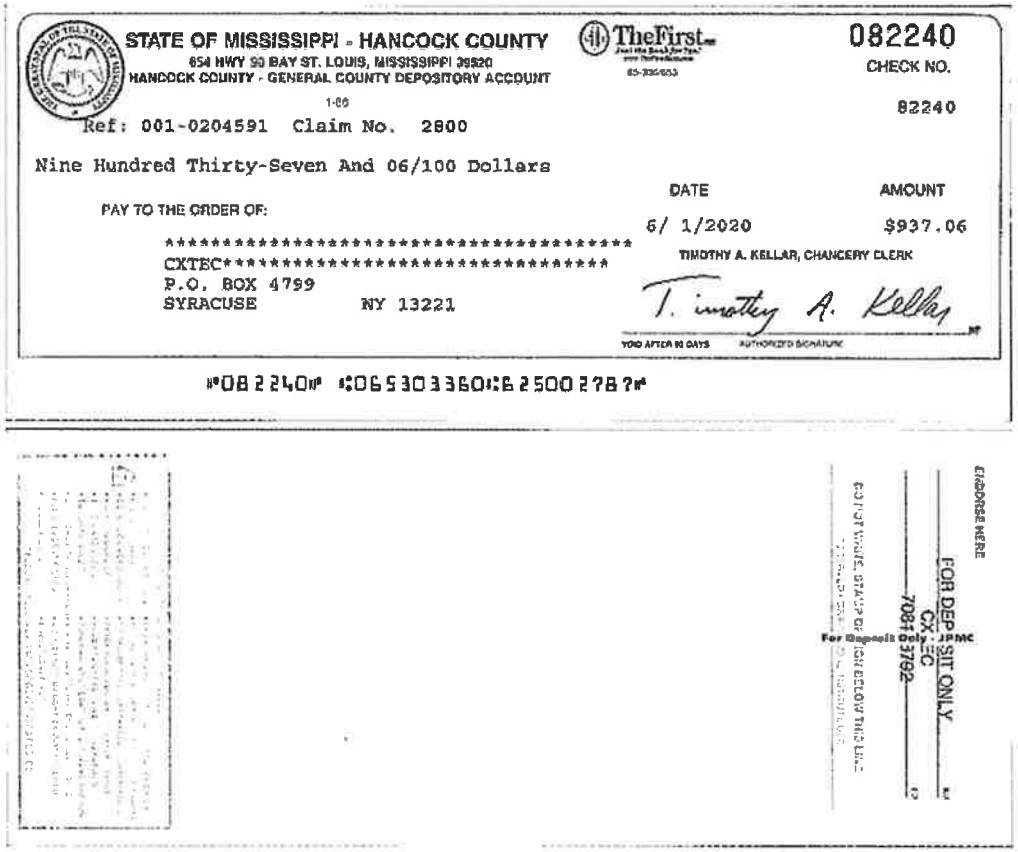
F14-PAPERLINK

F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)



STATE OF MISSISSIPPI - HANCOCK COUNTY
654 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT

TheFirst

082240
CHECK NO.

1-66

82240

Ref: 001-0204591 Claim No. 2800

Nine Hundred Thirty-Seven And 06/100 Dollars

DATE 6/ 1/2020

AMOUNT $937.06

PAY TO THE ORDER OF:

****
CXTEC**********
P.O. BOX 4799
SYRACUSE NY 13221

TIMOTHY A. KELLAR, CHANCERY CLERK

T. Timothy A. Kellar

VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

⑈082240⑈ ⑆065303360⑆6250027787⑈

ENDORSE HERE

FOR DEPOSIT ONLY
CXTEC
7081 3792

For Deposit Only

PURCHASE ORDER

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

PO No : 947783
Req. No 154250
Page 1

T O:	S H I P T O:
ZONES, INC	I.T. DEPARTMENT
1102 15TH STREET 5W	854 HIGHWAY 90
SUITE 102	SUITE A
AUBURN WA 98001	BAY ST. LOUIS, MS 39520

Date Ordered	Date Required	Department	Entered by
4/ 8/2020	5/ 8/2020	125 I.T. DEPARTMENT	RSW

Quantity:	Item Description	Unit Cost	Extension
7.00	SAMSUNG 10" TABLET 128GB SILVER :#007538136-NEW	355.00EA	2485.00
7.00	GRIFFIN SURVIVOR GXY 10.1 :#007701668-NEW	54.00EA	378.00
7.00	TRIPP LITE USB-A TO USB-C CHARGING :#007278397-PUB	17.00EA	119.00
4.00	STARTECH USB-C TO HDMI ADAPTER :#003453690-NEW	24.50EA	98.00
2.00	TRIPP LITE 30' HIGH SPEED HDMI CABLE :#002668389-PUB	30.00EA	60.00
2.00	CREATIVE T15 WIRELESS SPEAKERS :#001309256-NEW	55.00EA	110.00

Total $3,250.00

APPROVAL: BOARD OF SUPERVISORS

BY: _____
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:

THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE REQUISITION #: 154250

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

PO NUMBER _____

DEPT IT

DATE 04/03/2020

CHARGE
_____ ROAD MAINTENANCE
_____ BRIDGE & CULVERT
_____ REVENUE SHARING
✓ OTHER Covid-19

DATE NEEDED _____

VENDOR Zones

TO THE PURCHASE CLERK:
THIS IS YOUR AUTHORITY TO PURCHASE FOR THE ABOVE INDICATED COUNTY DEPARTMENT OR OFFICE THE FOLLOWING EQUIPMENT, HEAVY EQUIPMENT, MECHINERY, SUPPLIES, MATERIALS, OR SERVICES.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
7	Samsung 10.1in Tab A Item #00753813G-NEW	355.00	2485.00
7	Griffin GXT 10.1 Item #00770166B-NEW	54.00	378.00
7	Tripp Lite USB A to C 10ft Item #00727839-PUB	17.00	119.00
4	Startech USBC to HDMI Item #00345369G-NEW	24.50	98.00
2	Tripp Lite 3ft HDMI Item #00266838A-PUB	30.00	60.00
2	Creative Labs T15 Speakers Item #00130925G-NEW	55.00	110.00
		TOTAL AMOUNT OF PURCHASE REQUISITION:	3250.00

APPROVED _____
AUTHORIZED DEPARTMENT REPRESENTATIVE

INSTRUCTIONS:
The county department or office requesting the merchandise must issue this requisition for any purchases.
Deliver copies 1, 2 & 3 to the puchase clerk, and file copy 4 in the department making the request.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

ZONES

4/7/2020

Bill To:
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS,MS 39520
Phone : (228) 467-5404

Ship To:
JASON BANS
HANCOCK COUNTY BOARD OF SUPERVISORS
845 HWY 90 BAY, SUITE A
ATTN: IT DEPARTMENT
BAY SAINT LOUIS, MS 39520
USA

Account # 0071075518
Quote : K1509452
PO# :

Software prices subject to change
Hardware quotes are valid for 7 business days
Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES LLC
PO Box 34740
Seattle WA 98124-1740

PLEASE SEND PURCHASE ORDERS DIRECTLY TO YOUR ZONES LLC ACCOUNT MANAGER VIA FAX OR EMAIL

Paul Imkamp
AE
Phone:800-381-9663 (53107)
Email:paul.imkamp@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
007538136-NEW	7	SAMSUNG ELECTRONICS AMERICA	10.1IN TAB A 128GB SILVER WI-FI / SERIES A / 10.1IN SCREEN	SM-T510NZSGXAR	355.00	2,485.00
007701668-NEW	7	GRIFFIN TECHNOLOGY INC	GRIFFIN SURVIVOR ALL-TERRAIN GXY10.1	GSA-026-BLK	54.00	378.00
007278397-PUB	7	TRIPP LITE	HEAVY DUTY USB-A TO USB C CHARGING 10FT	U038-010-GY-MAX	17.00	119.00
003453690-NEW	4	STARTECH.COM USA LLP	StarTech USB-C to HDMI Adapter with 4K 30Hz - CDP2HD	CDP2HD	24.50	98.00
002668389-PUB	2	TRIPP LITE	Tripp Lite 30ft High Speed HDMI Cable Digital Video with Audio 1080p M	P568-030	30.00	60.00
001309256-NEW	2	CREATIVE LABS	Creative T15 Wireless - speakers - wireless	51MF1670AA003	55.00	110.00

ASK US ABOUT
Installation Services
On-site Technical Services and Hourly Service Rates
Remote Help Desk and Remote Network OS Support

Sub-Total:	**$3,250.00**
Estimated Sales Tax:	$0.00
FedEx Ground:	$0.00
Grand Total:	**$3,250.00**

Visit us on the web: **http://www.zones.com**

FINANCING, LEASING AND SUBSCRIPTION OPTIONS AVAILABLE ! CONTACT LEASING@ZONES.COM FOR MORE INFORMATION !

ZONES LLC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663

BBB Member

CERTIFIED as an NMSDC MINORITY BUSINESS ENTERPRISE by the NMSDC

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("**AGREEMENT**") IN PLACE WITH ZONES, LLC. THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM/TERMSOFSALE ("**TERMS AND CONDITIONS**"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

156757

RECEIVING REPORT

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

VENDOR Zones

DATE RECEIVED 4-16-2020
(BY PURCHASE CLERK)

REQUISITION # 154250

PURCHASE ORDER 64778

SHIPPED FROM _____ VIA _____

QTY	DESCRIPTION	UNIT PRICE	TOTA
7	Heavy duty USB-A to USB C Charging 10 ft		
2	Tripp lite 30 ft high speed HDMI Cable		
7	10.1 in tab A 128GB Silver		
4	StarTech USB-C to HDMI		
2	Creative T15 Wireless Speakers		
	I.T.		

TOTAL AMOUNT OF PURCHASE RECEIVED:

RECEIVED BY

Tracy O'Neal
6-17-2020

VERIFIED BY

PURCHASE CLERK

INSTRUCTIONS: A receiving report shall be prepared in triplicate and sha
be delivered to the purchase clerk no later than noon on t
third regular business day after receipt of the merchandis

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCIQ01 ACCTCY CASH DISBURSEMENTS DATA ENTRY GLWCI
Fund 024 COVID-19 Trans 205364 Amount 3250.00
Claim 32 Claim Date 6 23 2020 Release Date 6 23 2020 Status P N O V D H
Bank 6 Check Date 7 6 2020 Check 83043 Cash Account 000 002
Voided by Reason
Vendor No Payee ZONES, INC
9399 Addr1 1102 15TH STREET 5W Added 20200626 - REBA
Addr2 SUITE 102 Chged 00000000 -
City AUBURN WA 98001 -
For Investments CD No Maturity Date Rate

Account	Description	Invoice	Invoice Date	Amount
024125919	SAMSUNG 10" TABLET 128GB SILVE	PO#947783	4 16 2020	2485.00
024125919	GRIFFIN SURVIVOR GXY 10.1	PO#947783	4 16 2020	378.00
024125919	TRIPP LITE USB-A TO USB-C CHAR	PO#947783	4 16 2020	119.00
024125919	STARTECH USB-C TO HDMI ADAPTER	PO#947783	4 16 2020	98.00
024125919	TRIPP LITE 30' HIGH SPEED HDMI	PO#947783	4 16 2020	60.00
024125919	CREATIVE T15 WIRELESS SPEAKERS	PO#947783	4 16 2020	110.00

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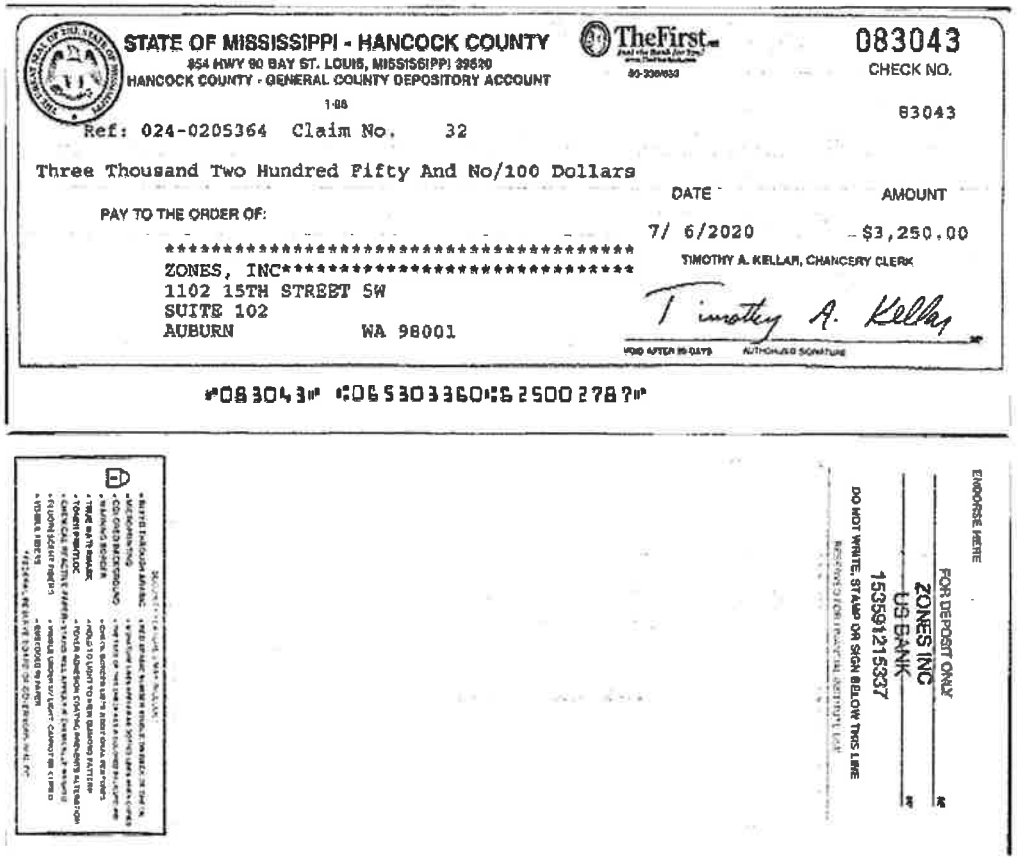
F14-PAPERLINK
F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)



STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT

TheFirst

083043
CHECK NO.

1-98

83043

Ref: 024-0205364 Claim No. 32

Three Thousand Two Hundred Fifty And No/100 Dollars

PAY TO THE ORDER OF:

DATE
7/ 6/2020

AMOUNT
$3,250.00

TIMOTHY A. KELLAR, CHANCERY CLERK

ZONES, INC
1102 15TH STREET SW
SUITE 102
AUBURN WA 98001

VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

⑈083043⑈ ⑆065303360⑆525002787⑈

ENDORSE HERE

FOR DEPOSIT ONLY
ZONES INC
US BANK
153591215337

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

PURCHASE ORDER

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

PO No : 947747
Req. No 156247
Page 1

T O:	S H I P T O:
OFFICE DEPOT CREDIT PLAN	SHERIFF'S OFFICE
P O BOX 633211	8450 HIGHWAY 90
CINCINNATI OH 45263 3211	BAY ST. LOUIS, MS 39520

Date Ordered	Date Required	Department	Entered by
3/30/2020	4/30/2020	200 SHERIFF'S DEPARTMENT	RSW

uantity:	Item Description	Unit Cost	Extension
2.00	MAMMOTH CHAIR MAT, 48" X 118"	204.99EA	409.98
1.00	REALSPACE CHAIR MAT, 46" X 60"	54.55EA	54.55

Total $464.53

APPROVAL: BOARD OF SUPERVISORS

BY: _____
PURCHASE CLERK

NSTRUCTIONS FOR VENDOR:

. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Hancock County Sheriff's Office
8450 U.S. Highway 90
Bay St. Louis, MS 39520

PURCHASE REQUEST

Purchase Requisition Number: 156247

Division Information	
Division: Sheriff's Office	Person Responsible: Casey
Account: 001-200-603	
Date SUBMITTED: 03/30/2020	
P.O. Number:	

Vendor	
Company Name: Office Depot	
Name:	
Address:	
City. State, Zip	

TO PURCHASE CLERK:

This is your authority to purchase for the above indicated county department or office, the following equipment, heavy equipment, machinery, supplies, materials or services.

Item	Quantity	Description	Unit Price	Amount
	02	Mammoth Chair Mat, 48" x 118"	$204.99	$409.98
	01	Realspace Chair Mat, 46" x 60"	$54.55	$54.55
		Total		$464.53

Notes:

APPROVED:

Authorized Department Representative

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Office DEPOT

Shopping Cart

Continue Shopping

Mammoth Office Products Chair Mat For Carpets, 48"X x 118"D, Clear Item # 8705069 Entered Item # 8705069	QTY 2	$409.98 $204.99 each
Realspace® Chair Mat For Thin Commercial-Grade Carpets, Berber, Rectangular, 46" x 60",... Item # 508646 Entered Item # 508646	QTY 1	$54.55 $54.55 each

Order Summary

Subtotal	$464.53
Estimated Tax	$0.00
Estimated Delivery	

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Total (2 Items) $464.53

Customer Service

Company Info

Resources

Shopping

App Store

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Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Hancock County Sheriff's Office
8450 U.S. Highway 90
Bay St. Louis, MS 39520

RECEIVING REPORT

Receiving Report Number: 157291

Division Information	
Division: MEDICAL	Person Responsible: CASEY FAVRE
Account:	
Date RECEIVED: 7/27/2020	
Requisition #: 156247	Purchase Order #: 947747

Vendor
Company Name: OFFICE DEPOT
Name:
Address:
City, State, Zip

Item	Quantity	Description	Unit Price	Amount
	2	MAMMOTH CHAIR MAT 48X118	$204.99	$409.98
	1	REALSPACE CHAIR MAT 46X60	$54.55	$54.55
			Total	$464.53

Notes:
PER CASEY FAVRE

VERIFIED BY:

Purchase Clerk

RECEIVED BY:

Authorized Department Representative

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCIQ01 ACCTCY CASH DISBURSEMENTS DATA ENTRY GLWCI

Fund 024 COVID-19 Trans 206002 Amount 464.53

Claim 38 Claim Date 7 28 2020 Release Date 7 28 2020 Status P N O V D H

Bank 6 Check Date 8 3 2020 Check 83409 Cash Account 000 002

Voided by Reason

Vendor No Payee OFFICE DEPOT CREDIT PLAN

4680 Addr1 P O BOX 633211 Added 20200728 - REBA

Addr2 Chged 00000000 -

City CINCINNATI OH 45263 - 3211

For Investments CD No Maturity Date Rate

Account	Description	Invoice	Invoice Date	Amount
024200603	MAMMOTH CHAIR MAT, 48" X 118"	PO#947747	3 31 2020	409.98
024200603	REALSPACE CHAIR MAT, 46" X 60"	PO#947747	3 31 2020	54.55

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F14-PAPERLINK

F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 DAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT

TheFirst

083409
CHECK NO.

83409

Ref: 024-0206002 Claim No. 38

Four Hundred Sixty-Four And 53/100 Dollars

DATE 8/ 3/2020

AMOUNT $464.53

PAY TO THE ORDER OF:

****
OFFICE DEPOT CREDIT PLAN**********
P O BOX 633211
CINCINNATI OH 45263 3211

TIMOTHY A. KELLAR, CHANCERY CLERK

Timothy A. Kellar

VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

⑈083409⑈ ⑆065303360⑆625002787⑈

00080820 000500 032 604118 Deposit Only
0000000099999999 99902044 Credit to Account
00464 53 of within named payee without
016 Dyn Prejudice FifthThirdBankNA>042000314<

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

PO No : 9[illegible]

Req. No 154261
Page 1

T O:	S H I P T O:
DELL MARKETING L.P.	I.T. DEPARTMENT
PO BOX 534118	854 HIGHWAY 90
PO BOX 534118	SUITE A
ATLANTA GA 30353 4118	BAY ST. LOUIS, MS 39520

Date Ordered	Date Required	Department	Entered b
6/16/2020	7/16/2020	125 I.T. DEPARTMENT	RSW

Quantity:	Item Description	Unit Cost	Extension
6.00	DELL MOBILE PRECISION 7740	2129.82EA	12778.9
6.00	DELL PRO BACKPACK 17	44.39EA	266.3
6.00	DELL 180-WATT 3-PRONG AC ADAPTER WITH 6FT POWER CORD	79.67EA	478.0
	*QUOTE 3000062911714.1		
	*MS STATE EPL 3760		
	*EXPIRES: 6/30/2021		
	** BOARD APPROVED 6/15/2020 **		
	Total		$13,523.2

APPROVAL: BOARD OF SUPERVISORS

BY: _____
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:
1. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
2. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
3. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
4. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
5. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE REQUISITION #: 154261

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

PO NUMBER 9484c

DEPT IT

DATE 06/15/20

CHARGE ____ ROAD MAINTENANCE

DATE NEEDED ____

____ BRIDGE & CULVERT

VENDOR Dell EMC

____ REVENUE SHARING

✓ OTHER 012-125-922

TO THE PURCHASE CLERK:
THIS IS YOUR AUTHORITY TO PURCHASE FOR THE ABOVE INDICATED COUNTY DEPARTMENT OR OFFICE THE FOLLOWING EQUIPMENT, HEAVY EQUIPMENT, MECHINERY, SUPPLIES, MATERIALS, OR SERVICES.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
6	Dell Precision laptops + accessories per attached quote # 3000062911714.1		13523.2
	Board Approved 06/15/2020		
	TOTAL AMOUNT OF PURCHASE REQUISITION:		13523.28

APPROVED

AUTHORIZED DEPARTMENT REPRESENTATIVE

INSTRUCTIONS:
The county department or office requesting the merchandise must issue this requisition for any purchases.
Deliver copies 1, 2 & 3 to the puchase clerk, and file copy 4 in the department making the request.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

EMC

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000062911714.1**	Sales Rep	Allan Price
Total	**$13,523.28**	Phone	(800) 456-3355, 5139883
Customer #	119132711	Email	Martin_Price@Dell.com
Quoted On	Jun. 10, 2020	**Billing To**	ACCOUNTS PAYABLE HANCOCK CO BOARD SUPERVISORS 854 HWY 90 STE A BAY SAINT LOUIS, MS 39520-2701
Expires by	Jul. 10, 2020		
Deal ID	18616664		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Allan Price

Shipping Group

Shipping To

SCOTT SCHAEFER
HANCOCK CO BOARD SUPERVISORS
8450 HWY 90
SCOTT SCHAEFER
BAY ST LOUIS, MS 39520-8667
(228) 216-4343

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
Mobile Precision 7740	**$2,129.82**	**6**	**$12,778.92**
Dell Pro Backpack 17 (PO1720P)	**$44.39**	**6**	**$266.34**
Dell 180-Watt 3-Prong AC Adapter with 6 ft Power Cord	**$79.67**	**6**	**$478.02**

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Subtotal:	$13,523.28
Shipping:	$0.00
Non-Taxable Amount:	$13,523.28
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$13,523.28

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Shipping Group Details

Shipping To

SCOTT SCHAEFER
HANCOCK CO BOARD
SUPERVISORS
8450 HWY 90
SCOTT SCHAEFER
BAY ST LOUIS, MS 39520-8667
(228) 216-4343

Shipping Method

Standard Delivery

		Qty	Subtotal
Mobile Precision 7740	$2,129.82	6	$12,778.92

Estimated delivery if purchased today:
Jun. 25, 2020
Contract # C000000009819
Customer Agreement # EPL -40731003-3760

Description	SKU	Unit Price	Qty	Subtotal
Mobile Precision 7740 CTO BASE	210-ASFR	-	6	-
Intel (R) Core (TM) Processor i7-9850H,(6 Core, 12M Cache, 2.60GHz up to 4.6GHz Turbo, 45W, vPro)	379-BDOD	-	6	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	6	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	6	-
Intel ME Disabled	631-ACEP	-	6	-
Intel Core Processor i7-9850H, 6 Core, 12M Cache, 2.60GHz up to 4.6GHz Turbo, 45W, vPro	329-BENH	-	6	-
Thermal Pad for Nvidia Graphic cards	490-BFDQ	-	6	-
Nvidia Quadro RTX 3000 w/6GB GDDR6	490-BFEJ	-	6	-
17.3" FHD/HD+ No Cam/Mic Bezel	319-BBGL	-	6	-
17.3" FHD/HD+, WLAN/WWAN Cover	320-BDEE	-	6	-
17.3" HD+ TN 1600x900 AG non-touch, 60% color gamut	391-BENT	-	6	-
16GB, 2X8G, DDR4 2666MHz Non-ECC Memory	370-ADFW	-	6	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BDWU	-	6	-
No Additional Hard Drive	401-AAGM	-	6	-
No Additional Hard Drive	401-AAGM	-	6	-
No Additional Hard Drive	401-AAGM	-	6	-
No RAID	780-BBFE	-	6	-
Internal US English Dual Pointing Keyboard	580-AGVB	-	6	-
Keyboard Lattice	580-AIDG	-	6	-
7740 Smart Card only	346-BFOY	-	6	-
Qualcomm QCA61x4A 802.11ac Dual Band, 2x2, Wireless Adapter + Bluetooth 4.2	555-BDDK	-	6	-
No Mobile Broadband Card	556-BBCD	-	6	-
6-cell 97Wh Lithium Ion battery with ExpressCharge	451-BCFS	-	6	-
Not ENERGY STAR Qualified	387-BBDO	-	6	-
E5 240W 7.4mm Lot 6 PCR, Liteon	450-AHEP	-	6	-
Dell Precision Optimizer	640-BBRC	-	6	-

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Foxit PhantomPDF 30 Day Trial	634-BTFN	-	6	-
Resource Media not Included	430-XYGV	-	6	-
OS-Windows Media Not Included	620-AALW	-	6	-
Quick Setup Guide for Mobile Precision 7740	340-CMIL	-	6	-
Custom Configuration	817-BBBB	-	6	-
E5 C13 Power Cord 1M for North America	450-AHDL	-	6	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	6	-
Qualcomm QCA61x4A 802.11ac Dual Band, 2x2, Wireless Adapter + Bluetooth 4.2 Driver	555-BFBW	-	6	-
No Bracket	575-BBZD	-	6	-
No mouse selected on your system	570-AAAF	-	6	-
No Option Included	340-ACQQ	-	6	-
US Order	332-1286	-	6	-
No Carrying Case	460-BBEX	-	6	-
No AutoPilot	340-CKSZ	-	6	-
No UPC Label	389-BCGW	-	6	-
CMS Software not included	632-BBBJ	-	6	-
Regulatory Label included	389-BEYY	-	6	-
FCC Label	389-CXKY	-	6	-
No Docking Station	452-BBSE	-	6	-
Intel(R) Core(TM) i7 Processor Label	340-CKVM	-	6	-
No Accessories	461-AABV	-	6	-
Not selected in this configuration	817-BBBC	-	6	-
Shipping Material for DAO Shuttle Box	328-BCUP	-	6	-
System Shipment Material Mobile Precision	328-BCUQ	-	6	-
SHIP,NBK,DAO,SHUTTLE,7740	328-BDCO	-	6	-
SHIP,NBK,WW,MIN,7740	328-BDCS	-	6	-
SupportAssist	525-BBCL	-	6	-
System Driver for Mobile Precision 7740	631-ACEY	-	6	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	6	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	6	-
Waves Maxx Audio	658-BBRB	-	6	-
Dell Developed Recovery Environment	658-BCUV	-	6	-
Dell Power Manager	658-BDVK	-	6	-
Bottom Cover	354-BBBP	-	6	-
BTO Standard Shipment (EL)	800-BBGH	-	6	-
No Security Software	650-AAJS	-	6	-
Not selected in this configuration	817-BBBC	-	6	-
Dell Limited Hardware Warranty Plus Service	823-3810	-	6	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	823-3812	-	6	-
			Qty	Subtotal

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Dell Pro Backpack 17 (PO1720P) $44.39 6 $266.34

Estimated delivery if purchased today:
Jun. 17, 2020
Contract # C000000009819
Customer Agreement # EPL -40731003-3760

Description	SKU	Unit Price	Qty	Subtotal
Dell Pro Backpack 17 (PO1720P)	460-BCMM	-	6	-

		Qty	Subtotal
Dell 180-Watt 3-Prong AC Adapter with 6 ft Power Cord	$79.67	6	$478.02

Estimated delivery if purchased today:
Jun. 17, 2020
Contract # C000000009819
Customer Agreement # EPL -40731003-3760

Description	SKU	Unit Price	Qty	Subtotal
Dell 180-Watt 3-Prong AC Adapter with 6 ft Power Cord	450-ABJU	-	6	-

Subtotal:	**$13,523.28**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$13,523.28**

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Hancock County MS

Board of Supervisors

Agenda Item (ID # 6697)

DATE: June 15, 2020

TO: IT Department

FROM: Scott Schaefer

ADDL. DEPT:

ISSUE: Motion to approve the purchase of 6 Dell Precision 7740 laptops and accessories from DellEMC. These are on the MS EPL 3760.

RESULT: APPROVED AS AMENDED [UNANIMOUS]

MOVER: Theresa Ryan, District 1

SECONDER: Kodie Koenenn, District 3

AYES: Ryan, Shaw, Koenenn, Adam, Ladner

COMMENTS - Current Meeting:

The record reflects this item amended.

ATTACHMENTS:

- DellEMC_6laptops

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

RECEIVING REPORT

156637

HANCOCK COUNTY
BAY ST LOUIS, MS 39520

VENDOR DELL

DATE RECEIVED 7/14/2020

(BY PURCHASE CLERK)

154261

PURCHASE ORDER 948427

SHIPPED FROM

VIA

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
6	LAPTOPS	$13,523.28	$13,523.28
	TOTAL AMOUNT OF PURCHASE RECEIVED:		$13,523.28

RECEIVED BY Sandra Hoda

VERIFIED BY

PURCHASE CLERK

INSTRUCTIONS A receiving report shall be prepared in triplicate and shall be delivered to the purchase clerk no later than noon on the third regular business day after receipt of the merchandise.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCIQ01 ACCTCY CASH DISBURSEMENTS DATA ENTRY GLWCI

Fund 024 COVID-19 Trans 205980 Amount 13525.28

Claim 37 Claim Date 7 27 2020 Release Date 7 27 2020 Status P N O V D H

Bank 6 Check Date 8 3 2020 Check 83256 Cash Account 000 002

Voided by Reason

Vendor No Payee DELL MARKETING L.P.

6241 Addr1 PO BOX 534118 Added 20200728 - REBA

Addr2 PO BOX 534118 Chged 00000000 -

City ATLANTA GA 30353 - 4118

For Investments CD No Maturity Date Rate

Account	Description	Invoice	Invoice Date	Amount
024125919	DELL MOBILE PRECISION 7740	PO#948427	6 30 2020	12778.92
024125919	DELL PRO BACKPACK 17	PO#948427	6 30 2020	266.34
024125919	DELL 180-WATT 3-PRONG AC ADAPT	PO#948427	6 30 2020	478.02

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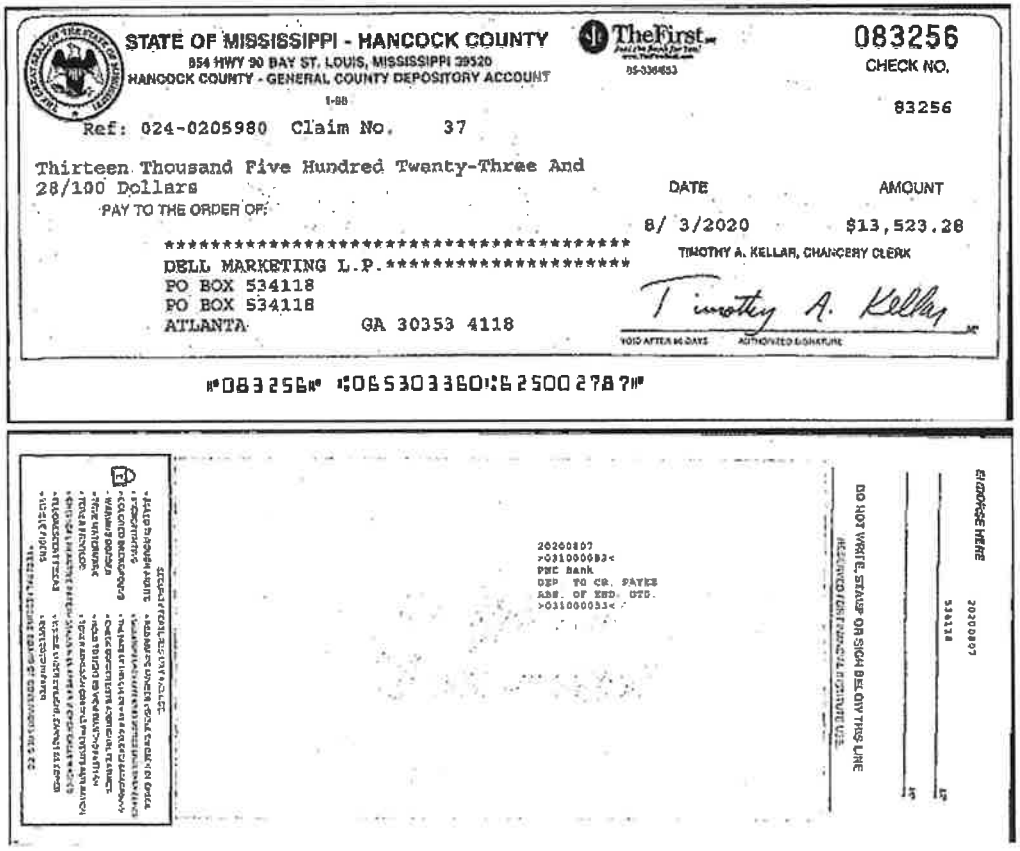
F14-PAPERLINK

F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)



STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT
1-88

TheFirst
55-336453

083256
CHECK NO.

083256

Ref: 024-0205980 Claim No. 37

Thirteen Thousand Five Hundred Twenty-Three And 28/100 Dollars

PAY TO THE ORDER OF:

DATE 8/ 3/2020

AMOUNT $13,523.28

TIMOTHY A. KELLAR, CHANCERY CLERK

Timothy A. Kellar

VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

****
DELL MARKETING L.P.**********
PO BOX 534118
PO BOX 534118
ATLANTA GA 30353 4118

⑈083256⑈ ⑆065303360⑆ 8250027 87⑈

20200807
>0310000B3<
PNC Bank
DEP TO CR. PAYEE
ABS. OF REC. DTD.
>0310000331<

ENDORSE HERE 20200807 536138

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

PURCHASE ORDER

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

PO No : 94

Req. No 154994
Page 1

T O:	S H I P T O:
COASTAL HARDWARE & RENTAL CO., INC. P.O. BOX 1210 KILN, MS 39556	HANCOCK COUNTY E. M. A. 18333 HIGHWAY 603 KILN, MS 39556

Date Ordered	Date Required	Department	Entered b
6/ 3/2020	7/ 3/2020	260 HANCOCK COUNTY E. M. A.	RSW

Quantity:	Item Description	Unit Cost	Extension
1.00	1" MASKING TAPE (36 ROLLS) *TO MARK SOCAIL DISTANCING AT STORM SHELTERS	55.80EA	55.8
		Total	$55

APPROVAL: BOARD OF SUPERVISORS

BY _____
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:
1. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
2. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
3. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
4. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
5. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE REQUISITION #: 154994

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

PO NUMBER 94827

DATE 6/3/2020

DEPT EMA

DATE NEEDED

CHARGE ____ ROAD MAINTENANCE
____ BRIDGE & CULVERT
____ REVENUE SHARING
X OTHER 001-260
024-240-609

VENDOR Coastal Hardware

TO THE PURCHASE CLERK: THIS IS YOUR AUTHORITY TO PURCHASE FOR THE ABOVE INDICATED COUNTY DEPARTMENT OR OFFICE THE FOLLOWING EQUIPMENT, HEAVY EQUIPMENT, MECHINERY, SUPPLIES, MATERIALS, OR SERVICES.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	Case of 36 Rolls - 1" Masking Tape	55.80	55.8
	for Storm Shelters		
	to mark social distancing lines		

TOTAL AMOUNT OF PURCHASE REQUISITION: $55.8

APPROVED Brian T. Hales
AUTHORIZED DEPARTMENT REPRESENTATIVE

INSTRUCTIONS:
The county department or office requesting the merchandise must iss
this requisition for any purchases.
Deliver copies 1, 2 & 3 to the puchase clerk, and file copy 4 in th
department making the request.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

RECEIVING REPORT

155396

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

VENDOR Coastal Hardware

DATE RECEIVED 6/11/2020
(BY PURCHASE CLERK)

REQUISITION # 154994

PURCHASE ORDER 948223

SHIPPED FROM _____ VIA _____

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	Case of 36 Rolls - 1" Masking Type	55.80	55.80

TOTAL AMOUNT OF PURCHASE RECEIVED: $55.80

RECEIVED BY

VERIFIED BY

PURCHASE CLERK

INSTRUCTIONS: A receiving report shall be prepared in triplicate and sha
be delivered to the purchase clerk no later than noon on t
third regular business day after receipt of the merchandis

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

*** INVOICE ***

COASTAL HARDWARE & RENTAL
16320 HWY 603
KILN,MS 39556
228-586-1379

Bill To:
Customer # 902
FINANCE BOOKEEPING DEPT
HANCOCK COUNTY
854 HIGHWAY 90 SUITE A
BAY ST LOUIS, MS 39520

Date: 06/09/2020 Time: 07:39:52 AM - Transaction#: D20320671
Associate: GEORGE - PO: 948273 - Due Date: 06/09/2020

Qty	Description ProductCode	Unit Note	Price	Tax	Extended
4.00	5101-1 MASK TAPE .94"X 60 EACH 077922711819	SKU# 789640	$1.55	N (Reg Price $2.49)	$6.20
32.00	1" G/P MASKING TAPE 009326776576	EACH SKU# 776300	$1.55	N (Reg Price $2.29)	$49.60

Subtotal: $55.80

TAX EXEMPT
TOTAL: $55.80
INVOICE: $55.80

CHANGE: $0.00

ENTERED
JUN 23 2020
ACCOUNTS PAYABLE

(X) _____
JOHN ALBERT

Notes:
EMA

OPEN MON-FRI 8AM-6PM SAT 8AM-5PM
THANKS FOR SHOPPING WITH US
HAVE A NICE DAY

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCIQ01 ACCTCYPO CASH DISBURSEMENTS DATA ENTRY GLWC

Fund 024 COVID-19 Trans 205169 Amount

Claim 31 Claim Date 6 23 2020 Release Date 6 23 2020 Status P N O V D H

Bank 6 Check Date 7 6 2020 Check 82694 Cash Account 000 002

Voided by Reason

Vendor No Payee COASTAL HARDWARE & RENTAL CO., INC. CLEARED 7 31 202

5536 Addr1 P.O. BOX 1210 Added 20200623 - REBA

Addr2 Chged 00000000 -

City KILN, MS 39556 -

For Investments CD No Maturity Date Rate

Account	Description	Invoice	Invoice Date	Amount
024260699	1" MASKING TAPE (36 ROLLS)	D20320671	6 9 2020	55.80

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F14-PAPERLINK

F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT
1-80

TheFirst

082694
CHECK NO.

82694

Ref: 024-0205169 Claim No. 31

Fifty-Five And 80/100 Dollars

PAY TO THE ORDER OF:	DATE	AMOUNT
********** COASTAL HARDWARE & RENTAL CO., INC.*** P.O. BOX 1210 KILN, MS 39556	7/ 6/2020	$55.80

TIMOTHY A. KELLAR, CHANCERY CLERK

Timothy A. Kellar

VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

⑈082694⑈ ⑆065303360⑆6250027867⑈

ENDORSE HERE
FOR DEPOSIT ONLY
COASTAL HARDWARE & RENTAL

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTE USE

⑆065303360⑆

PURCHASE ORDER

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

PO No : 947683

Req. No 156232
Page 1

T O:	S H I P T O:
MCKESSON MEDICAL SURGICAL, INC	DETENTION FACILITY
9954 MAYLAND DR	8450 HIGHWAY 90
SUITE 4000	BAY ST LOUIS, MS 39520
HENRICO VA 23233	

Date Ordered	Date Required	Department	Entered b
3/19/2020	4/19/2020	222 INMATE MEDICAL	RSW

Quantity:	Item Description	Unit Cost	Extension
3.00	SOAP, MCKESSON ANTIBACTERIAL	45.64EA	136.9
4.00	SPONGE, GAUZE	90.39EA	361.5
10.00	PAD, ALCOHOL PREP	18.21EA	~~182.1~~
6.00	THERMOMETER, TEMPORAL	45.69EA	274.1

Total $954.

APPROVAL: BOARD OF SUPERVISORS

BY: _____
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:
1. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
2. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
3. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
4. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
5. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Hancock County Sheriff's Office
8450 U.S. Highway 90
Bay St. Louis, MS 39520

PURCHASE REQUEST

Purchase Requisition Number: 156232

Division Information	
Division: Medical Division	Person Responsible: Casey
Account: 001-222-610 (Professional Supplies)	
Date SUBMITTED: 03/19/2020	
P.O. Number: 947683	

Vendor
Company Name: McKesson
Name:
Address:
City, State, Zip

TO PURCHASE CLERK:

This is your authority to purchase for the above indicated county department or office, the following equipment, heavy equipment, machinery, supplies, materials or services.

Item	Quantity	Description	Unit Price	Amount
	03	Soap, McKesson Antibacterial	$45.64	$136.92
	04	Sponge, Gauze, (128 Trays/Case)	$90.39	$361.56
	10	Pad, Alcohol Prep	$18.21	$182.10
	06	Thermometer, Temporal	$45.69	$274.14
			Total	$954.72

Notes:

APPROVED:

Authorized Department Representative

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Account
#20153583 HANCOCK COUNTY HEALTH SERVICES CLINIC
SVCS CLINIC
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520-8667

Ship To
#59013140 HANCOCK COUNTY HLTH
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520-8667

Remit
PO BOX 204786
DALLAS, TX 75320-4786

Cart #90256022 - NEXT UP - SUPPLIES

4 items total $954.72

Item #	Description	Mfr	Mfr #	UOM	Price	Qty	Total
1067683	SOAP, MCKESSON ANTIB BENZETHONIUM CHLORIDE 18OZ (12/CS) Backordered, 0 stocked, balance ships as available	McKesson MedSurg	53-28067-18	CS	$45.64	3	$136.92
401593	SPONGE, GAUZE 12PLY 4"X4" (10/TR 12BTR/CS) In stock, ships from your local warehouse HCPCS: A6402	CARDINAL HEALTHC	6939	CS	$90.39	4	$361.56
225940	PAD, ALCOHOL PREP STR LG (100/BX) Allocation Alert: Prior purchase history of item required or order will be cancelled. Ship quantities may be less than ordered. HCPCS: A4245	McKesson MedSurg	58-404	CS	$18.21	10	$182.10
540677	THERMOMETER, TAT2000C TEMPORAL Backordered, 0 stocked, balance ships as available	EXERGEN CORPORAT	140008	EA	$45.69	6	$274.14

Important: Order and Line Comments are for customer use only. Customer Service and your warehouse will not see this information. If your order needs special handling, please contact Customer Service @ 800-654-0418.

MCKESSON MEDICAL-SURGICAL, INC. - PROPRIETARY AND CONFIDENTIAL INFORMATION

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE ORDER

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

PO No : 947683
Req. No 156232
Page 1

T O:	S H I P T O:
MCKESSON MEDICAL SURGICAL, INC	DETENTION FACILITY
9954 MAYLAND DR	8450 HIGHWAY 90
SUITE 4000	BAY ST LOUIS, MS 39520
HENRICO VA 23233	

Date Ordered	Date Required	Department	Entered b
3/19/2020	4/19/2020	222 INMATE MEDICAL	RSW

Quantity:	Item Description	Unit Cost	Extension
~~3.00~~	~~SOAP, MCKESSON ANTIBACTERIAL~~	~~45.64EA~~	~~136.9~~
~~4.00~~	~~SPONGE, GAUZE~~	~~90.39EA~~	~~361.5~~
~~10.00~~	~~PAD, ALCOHOL PREP~~ Cancel	18.21EA	182.1
6.00	THERMOMETER, TEMPORAL	45.69EA	274.1

REVIEWED
MAY 29 2020
Casey M. Favre
Nurse Practitioner

Items Highligted in Blue were CANCELLED

Total $954.7

APPROVAL: BOARD OF SUPERVISORS

BY: _____
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:
1. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
2. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
3. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
4. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
5. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

RECEIVING REPORT

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

VENDOR McKesson

DATE RECEIVED 6-3-20
(BY PURCHASE CLERK)
REQUISITION # 156233
PURCHASE ORDER 94768

SHIPPED FROM _____ VIA _____

QTY	DESCRIPTION	UNIT PRICE	TOTAL
3	antibacterial soap	45.64	136.9
4	sponge gauze	90.39	361.5
6	thermometer, temporal	45.69	274.1
		TOTAL AMOUNT OF PURCHASE RECEIVED:	772.6

RECEIVED BY _____

VERIFIED BY _____
PURCHASE CLERK

INSTRUCTIONS: A receiving report shall be prepared in triplicate and sh
be delivered to the purchase clerk no later than noon on
third regular business day after receipt of the merchandi

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

McKESSON

McKesson Medical-Surgical
Minnesota Supply Inc.
9954 Mayland Drive, Suite 5176A
Henrico, VA 23233

Invoice #5672764

Invoice #	PO	Order #	Ordered By	Captured	Invoiced	Status	Total
5672764	947683	59318813	CASEYF	5/28/20	5/28/20	Pending	$274.14

Account
#20153583 HANCOCK COUNTY HEALTH SERVICES CLINIC
SVCS CLINIC
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520-8667

Ship To
#59013140 HANCOCK COUNTY HLTH
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520-8667

Remit PO BOX 204786
DALLAS, TX 75320-4786

Invoice

Subtotal	$274.14
Freight	$0.00
Tax	$0.00
Total	$274.14

Line	Item #	Description	Mfr	Mfr #	UOM	Qty	Ship Qty	Price	Tota
1	540677	THERMOMETER, TAT2000C TEMPORALEXERGN	EXERGEN CORPORAT	140008	EA	6	6	$45.69	$274.1

Displaying Lines 1 to 1 of 1

MCKESSON MEDICAL-SURGICAL, INC. - PROPRIETARY AND CONFIDENTIAL INFORMATION

ENTERED
JUN 09 2020
ACCOUNTS PAYABLE

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

McKESSON

McKesson Medical-Surgical
Minnesota Supply Inc.
9954 Mayland Drive, Suite 5176A
Henrico, VA 23233

Invoice #95048106

Invoice #	PO	Order #	Ordered By	Captured	Invoiced	Status	Total
95048106	947683	59318813	CASEYF	3/24/20	3/24/20	Pending	$136.92

Account
#20153583 HANCOCK COUNTY HEALTH SERVICES CLINIC
SVCS CLINIC
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520-8667

Ship To
#59013140 HANCOCK COUNTY HLTH
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520-8667

Remit PO BOX 204786
DALLAS, TX 75320-4786

Invoice

Subtotal	$136.92
Freight	$0.00
Tax	$0.00
Total	$136.92

Line	Item #	Description	Mfr	Mfr #	UOM	Qty	Ship Qty	Price	Total
4	1067683	SOAP, MCKESSON ANTIB BENZETHONIUM CHLORI	McKesson MedSurg	53-28067-18	CS	3	3	$45.64	$136.92

Displaying Lines 1 to 1 of 1

MCKESSON MEDICAL-SURGICAL, INC. - PROPRIETARY AND CONFIDENTIAL INFORMATION

ENTERED
JUN 09 2020
ACCOUNTS PAYABLE

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

McKESSON

McKesson Medical-Surgical
Minnesota Supply Inc.
9954 Mayland Drive, Suite 5176A
Henrico, VA 23233

Invoice #91866519

Invoice #	PO	Order #	Ordered By	Captured	Invoiced	Status	Total
91866519	947683	59318813	CASEYF	3/19/20	3/19/20	Pending	$361.56

Account
#20153583 HANCOCK COUNTY HEALTH SERVICES CLINIC
SVCS CLINIC
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520-8667

Ship To
#59013140 HANCOCK COUNTY HLTH
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520-8667

Remit PO BOX 204786
DALLAS, TX 75320-4786

Invoice

Subtotal	$361.56
Freight	$0.00
Tax	$0.00
Total	$361.56

Line	Item #	Description	Mfr	Mfr #	UOM	Qty	Ship Qty	Price	Total
3	401593	SPONGE, GAUZE 12PLY 4"X4" (10/TR 128TR/C	CARDINAL HEALTHC	6939	CS	4	4	$90.39	$361.56
							A6402		

Displaying Lines 1 to 1 of 1

MCKESSON MEDICAL-SURGICAL, INC. - PROPRIETARY AND CONFIDENTIAL INFORMATION

ENTERED
JUN 09 2020
ACCOUNTS PAYABLE

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCIQ01 ACCTCY CASH DISBURSEMENTS DATA ENTRY GLWCI

Fund 024 COVID-19 Trans 205009 Amount 772.62

Claim 30 Claim Date 6 9 2020 Release Date 6 9 2020 Status P N O V D H

Bank 6 Check Date 7 6 2020 Check 82884 Cash Account 000 002

Voided by Reason

Vendor No 9659 Payee MCKESSON MEDICAL SURGICAL, INC

Addr1 9954 MAYLAND DR Added 20200609 - REBA

Addr2 SUITE 4000 Chged 00000000 -

City HENRICO VA 23233 -

For Investments CD No Maturity Date Rate

Account	Description	Invoice	Invoice Date	Amount
024222610	THERMOMETER, TEMPORAL	5672764	5 28 2020	274.14
024222610	SPONGE, GAUZE	91866519	3 19 2020	361.56
024222610	SOAP, MCKESSON ANTIBACTERIAL	95048106	3 24 2020	136.92

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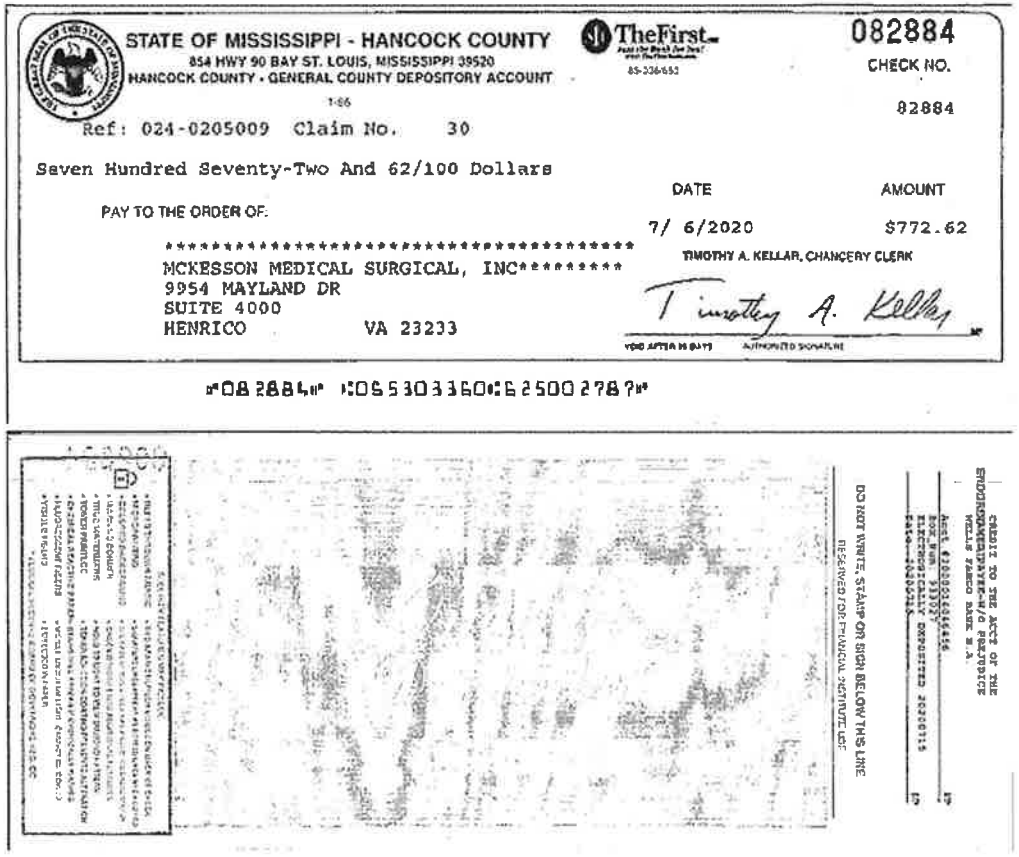
F14-PAPERLINK

F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)



STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT

TheFirst
65-336-653

082884
CHECK NO.

1-66

82884

Ref: 024-0205009 Claim No. 30

Seven Hundred Seventy-Two And 62/100 Dollars

PAY TO THE ORDER OF:	DATE	AMOUNT
********** MCKESSON MEDICAL SURGICAL, INC********* 9954 MAYLAND DR SUITE 4000 HENRICO VA 23233	7/ 6/2020	$772.62

TIMOTHY A. KELLAR, CHANCERY CLERK

Timothy A. Kellar

VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

⑈082884⑈ ⑆065303360⑆62500278?⑈

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTE USE

CREDIT TO THE ACCT OF THE
ENDORSEMENT/PAYEE-H/O FORTUNE
WELLS FARGO BANK N.A.

Packet Pg. 484

8.I.6.a

commercialcard℠

Let your Business Card work for you!

Welcome, ROBIN

Transaction History

- Account Summary
- Transaction History
- Statements
- Account Info
- Payments
- Rewards
- Help
- Contact Us
- Sign Out

View transaction details for Current Transactions

Print Friendly Version

Transactions

Search Transactions: Search

View All

Trans Date	Post Date	Transaction Description	Amount
07/05/20	07/05/20	CK PAYMENT THANK YOU KANSAS CITY MO	$-100.00
07/05/20	07/05/20	CK PAYMENT THANK YOU KANSAS CITY MO	$-20.00
07/05/20	07/05/20	CK PAYMENT THANK YOU KANSAS CITY MO	$-100.00
07/05/20	07/05/20	CK PAYMENT THANK YOU KANSAS CITY MO	$-1,714.90
07/09/20	07/10/20	MCKISSOCK 800-3282008 PA	$125.99
07/13/20	07/14/20	SQ *BRYAN S. REYNOLDS & Agosq.com KY	$-299.50

COVID

Download Transaction Data

Transaction history may not include any charges pending.

Account Summary | Transaction History | Statements | Account Info | Payments | Rewards | Help | Contact Us | Terms & Conditions | Privacy

096-153-480

(Not paying th
until we rece
statement)

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

commercialcard℠

Let your Business Card work for you!

June

Owe

Welcome, ROBIN

Transaction History

- Account Summary
- Transaction History
- Statements
- Account Info
- Payments
- Rewards
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View transaction details for 06/01/2020

Print Friendly Version

Transactions

Search Transactions: [ ] Search View All

Trans Date	Post Date	Transaction Description	Amount
05/03/20	05/05/20	HOMEDEPOT.COM 800-430-3376 GA MCC: 5200 MERCHANT ZIP: 30339 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: W856432611	$635.00
05/06/20	05/07/20	CK PAYMENT THANK YOU KANSAS CITY MO	$-764.79
05/06/20	05/08/20	THE HOME DEPOT #2901 GULFPORT MS MCC: 5200 MERCHANT ZIP: 39503 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: W952745501	$-49.98
05/17/20	05/18/20	DNH*GODADDY.COM 480-5058855 AZ MCC: 4816 MERCHANT ZIP: 85260 SALES TAX: $ 5.60 TAX INCLUDED: 1	$85.59
05/26/20	05/27/20	SCHOOL NURSE SUPPLY, INC 8473529364 IL MCC: 5943 MERCHANT ZIP: 60193 SALES TAX: $ 0.00 TAX INCLUDED: 0	$343.95
05/26/20	05/27/20	SCHOOL NURSE SUPPLY, INC 8473529364 IL MCC: 5943 MERCHANT ZIP: 60193 SALES TAX: $ 0.00 TAX INCLUDED: 0	$256.95
05/26/20	05/27/20	SCHOOL NURSE SUPPLY, INC 8473529364 IL MCC: 5943 MERCHANT ZIP: 60193 SALES TAX: $ 0.00 TAX INCLUDED: 0	$479.00
		TOTAL PURCHASES $1,800.49 TOTAL RETURNS $49.98 TOTAL PAYMENTS $764.79 TOTAL $985.72	

024-220-610

024-220-610

1714.91

Download Transaction Data

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Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Hancock County Sheriff's Office
8450 U.S. Highway 90
Bay St. Louis, MS 39520

RECEIVING REPORT

Receiving Report Number: 156459

Division Information	
Division: MEDICAL	Person Responsible: CASEY FAVRE
Account: 024-~~220~~-610	
Date RECEIVED: 05/13/2020	
Requisition #	Purchase Order #:

Vendor
Company Name: HOME DEPOT
Name:
Address:
City, State, Zip

Item	Quantity	Description	Unit Price	Amount
	1	HUSKY 1/4"X25' POLYURETHANE RECOIL HOSE	$14.98	$14.98
	1	HUSKY GRAVITY FEED HVLP SPRAY GUN	$49.98	$49.98
	1	HUSKY GRAVITY FEED HVLP SPRAY GUN	$49.98	$49.98
	1	HUSKY 1/4"X25' POLYURETHANE RECOIL HOSE	$14.98	$14.98
	1	RYOBI 18-VOLT ONE+ LITHIUM-ION 4.0AH	$297.00	$297.00
	1	RYOBI 18-VOLT ONE+ CORDLESS 1 GAL PORTABLE AIR	$179.00	$179.00
	1	ESTWING 1/4"X50' PVC/RUBBER HYBRID AIR	$22.88	$22.88
	1	AC WORKS AC CONNECTORS UP TO 10' 18/3 10	$239.96	$239.96
	1	ESTWING 1/4"X50' PVC/RUBBER HYBRID AIR	$22.88	$22.88
	1	RYOBI 18-VOLT ONE+ 6-PORT DUAL CHEMISTRY	$15.99	$15.99
	1	RYOBI 18-VOLT ONE+ LITHIUM-ION 4.0AH	$297.00	$297.00
			Total	$1204.61

Notes:
PER CASEY FAVRE

VERIFIED BY:

Purchase Clerk

RECEIVED BY:

Authorized Department Representative

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Date Ordered: April 27, 2020

Order Number: W952744250

Order Total: $16.28

Pick up in Store

Picked up at

Slidell
143 Northshore Blvd
Slidell, LA 70460

Product Information

Item	Qty	Price
Husky 1/4 in. x 25 ft. Polyurethane Recoil Hose	1	$14.98

Model # 24-25E-RET-HOM
Store SKU # 1000055182

Payment Information

Billing Address

Robin Benoit
854 Highway 90
Bay Saint Louis, MS 39520

Payment Method

Visa | Ending in 0014

Payment Details

Subtotal	$14.98
Scheduled Delivery	
Sales Tax	~~$1.30~~
Order Total	$16.28

Complete Receiving Report

This was purchased using the county purchasing card.

REVIEWED
MAY 12 2020
Casey M. Favre
Nurse Practitioner

14.9

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Date Ordered: April 27, 2020

Order Number: W952753999

Order Total: $124.94

Pick up in Store

Picked up at

Slidell East
874 I-10 Service Road
Slidell, LA 70461

Product Information

Item	Qty	Price
Husky Gravity Feed HVLP Spray Gun Model # H4840GHVSG Store SKU # 762051	1	$49.98

Pick up in Store

Picked up at

Slidell
143 Northshore Blvd
Slidell, LA 70460

Product Information

Item	Qty	Price
Husky Gravity Feed HVLP Spray Gun Model # H4840GHVSG Store SKU # 762051	1	$49.98
Husky 1/4 in. x 25 ft. Polyurethane Recoil Hose Model # 24-25E-RET-HOM Store SKU # 1000055182	1	$14.98

Payment Information

Billing Address

Payment Details

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Robin Benoit
854 Highway 90
Bay Saint Louis, MS 39520

Payment Method

Visa | Ending in 0014

Subtotal	$114.9
Scheduled Delivery	
Sales Tax	$10.00
Order Total	$124.94

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

114.94

Date Ordered: April 27, 2020

Order Number: W952745501

Order Total: $738.84

Pick up in Store

Pickup at

Gulfport
15220 Creosote Rd
Gulfport, MS 39503

Product Information

Item	Qty	Price
RYOBI 18-Volt ONE+ Lithium-Ion 4.0 Ah LITHIUM+ HP High Capacity Battery Model # P192 Store SKU # 1002482840	3 $99.00/item	$297.00

Pick up in Store

Pickup at

Gulfport
15220 Creosote Rd
Gulfport, MS 39503

Product Information

Item	Qty	Price
RYOBI 18-Volt ONE+ Cordless 1 Gal. Portable Air Compressor with 4.0 Ah LITHIUM+ High Capacity Battery and 18-Volt Charger Model # P739KN Store SKU # 1004181681	1	$179.00

Pick up in Store

Pickup at

Gulfport

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

15220 Creosote Rd
Gulfport, MS 39503

Product Information

Item	Qty	Price
Estwing 1/4 in. x 50 ft. PVC / Rubber Hybrid Air Hose with Fittings Model # E1450PVCR Store SKU # 1001984718	1	$22.88

Canceled Items

Product Information

Item	Qty	Price
Husky Gravity Feed HVLP Spray Gun Model # H4840GHVSG Store SKU # 762051	1	$0.00
Husky 1/4 in. x 25 ft. Polyurethane Recoil Hose Model # 24-25E-RET-HOM Store SKU # 1000055182	1	$0.00

Pick up in Store

Pickup at

Gulfport
15220 Creosote Rd
Gulfport, MS 39503

Product Information

Item	Qty	Price
AC WORKS AC Connectors up to 10 ft. 18/3 10 Amp Medical/Hospital Grade Cart Coiled Power Cord with Locking IEC C13 Model # MD195-AL Store SKU # 1003541574	4 $59.99/item	$239.96

Payment Information

738.8

Billing Address

Robin Benoit
854 Highway 90
Bay Saint Louis, MS 39520

Payment Details

Subtotal $738.84
Shipping
Scheduled Delivery

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Payment Method

Visa | Ending in 0014

Sales Tax $0.00

Order Total $738.84

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Date Ordered: April 27, 2020

Order Number: W856432611

Order Total: $657.88

Pick up in Store

Pickup at

Gulfport
15220 Creosote Rd
Gulfport, MS 39503

Product Information

Item	Qty	Price
Estwing 1/4 in. x 50 ft. PVC/Rubber Hybrid Air Hose with Fittings Model # E1450PVCR Store SKU # 1001984718	1	$22.88

Pick up in Store

Pickup at

Gulfport
15220 Creosote Rd
Gulfport, MS 39503

Product Information

Item	Qty	Price
RYOBI 18-Volt ONE+ 6-Port Dual Chemistry SUPERCHARGER Kit with (1) 4.0 Ah LITHIUM+ and (1) 1.5 Ah Compact LITHIUM+ Batteries Model # P1820 Store SKU # 1002090994	1	$159.00

Returned Items

Product Information

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Item	Qty	Price
Husky Gravity Feed HVLP Spray Gun Model # H4840GHVSG Store SKU # 762051	1	$49.98
Husky 1/4 in. x 25 ft. Polyurethane Recoil Hose Model # 24-25E-RET-HOM Store SKU # 1000055182	1	$14.98

Pick up in Store

Pickup at

Gulfport
15220 Creosote Rd
Gulfport, MS 39503

Product Information

Item	Qty	Price
RYOBI 18-Volt ONE+ Lithium Ion 4.0 Ah LITHIUM+ HP High Capacity Battery Model # P192 Store SKU # 1002482840	3 $99.00/item	$297.00

Pick up in Store

Pickup at

Gulfport
15220 Creosote Rd
Gulfport, MS 39503

Product Information

Item	Qty	Price
RYOBI 18-Volt ONE+ Cordless 1 Gal. Portable Air Compressor with 4.0 Ah LITHIUM+ High Capacity Battery and 18-Volt Charger Model # P739KN Store SKU # 1004181681	1	$179.00

Payment Information

Billing Address

Robin Benoit
854 Highway 90
Bay Saint Louis, MS 39520

Payment Details

Subtotal $657.88
Shipping
Scheduled Delivery

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Payment Method

Visa | Ending in 0014

Sales Tax	$0.00
Order Total	$657.88
Refund Total	$64.96

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

THESE THREE INVOICES WERE APPLIED TO COUNTY CREDIT CARD.

ALL COVID EXPENSES

024-220-610

$1,079.90

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

School Nurse Supply, Inc.

REMIT TO
School Nurse Supply, Inc.
PO Box 68968
Schaumburg, IL 60168

800.485.2737
FAX 800.485.2738
schoolnursesupplyinc.com

Invoice 0791647-IN

Invoice Date 5/27/2020

BILL TO
HANCOCK COUNTY BOARD OF
SUPERVISORS/AP DEPT/STE A
854 US HIGHWAY 90
BAY SAINT LOUIS, MS 39520

SHIP TO
HANCOCK COUNTY BOARD OF
SUPERVISORS/CASEY FAVRE
8450 US HIGHWAY 90
BAY SAINT LOUIS, MS 39520

Customer No. MSBAHA
Order Date 5/22/2020

Customer PO No. INTER/CC
Due Date (NET 30) 6/26/2020

ITEM	DESCRIPTION	QTY ORDERED	PRICE	UNIT	
0	**OK TO SHIP PER CASEY FAVRE** MONDAY-FRIDAY 8-5PM 5/21	0	0.00	EACH	0
IC	INTERNET ORDER PAID IN FULLWITH CREDIT CARD ORDER #SN-105503 AUTHORIZATION NUMBER:015957	0	0.00	EACH	0
46610	BRAUN THERMOSCAN PRO 6000 SERIAL #: (MFG# 06000-200N)	1	239.00	EACH	239
1	Serial Number: 05520K60407				
46610F	PROBE COVERS FOR PRO 6000 **200 PER BOX** ***Free with the Purchase of a Thermoscan Pro 6000***	1	0.00	EACH	0
199	SCHOOL NURSE SUPPLY HOT/COLD PACK **Free with any $199.00 or more purchase!**	1	0.00	EACH	0

REVIEWED

JUN 0 2 2020

Casey M. Favre
Nurse Practitioner

DISCOUNT	
FREIGHT	1
SALES TAX	
INVOICE TOTAL	25
LESS DEPOSIT	
Balance Due	$256.9

Thank you for your Order!

SHIPPED COMPLETE

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

School Nurse Supply, Inc.

PACKING SLIP

School Nurse Supply, Inc.
PO Box 68968
Schaumburg, IL 60168

P 800.485.2737
F 800.485.2738
schoolnursesupplyinc.com

ORDER # 0791647
CUSTOMER # MSBAHA

ORDER DATE 5/22/2020
CUSTOMER P.O. # INTER/CC

BILL TO HANCOCK COUNTY BOARD OF
SUPERVISORS/AP DEPT/STE A
854 US HIGHWAY 90
BAY SAINT LOUIS, MS 39520

SHIP TO HANCOCK COUNTY BOARD OF
SUPERVISORS/CASEY FAVRE
8450 US HIGHWAY 90
BAY SAINT LOUIS, MS 39520

ORDERED	UNIT	ITEM #		PRICE	NET P
0	EACH	0	**OK TO SHIP PER CASEY FAVRE** MONDAY-FRIDAY 8-5PM 5/21	0.00	)
0	EACH	IC	INTERNET ORDER PAID IN FULLWITH CREDIT CARD ORDER #SN-105503 AUTHORIZATION NUMBER:015957	0.00	)
1	EACH	46610	BRAUN THERMOSCAN PRO 6000 SERIAL #: (MFG# 06000-200N)	239.00	2 0
1	EACH	46610F	PROBE COVERS FOR PRO 6000 **200 PER BOX** ***Free with the Purchase of a Thermoscan Pro 6000***	0.00	0
1	EACH	199	SCHOOL NURSE SUPPLY HOT/COLD PACK **Free with any $199.00 or more purchase!**	0.00	0

REVIEWED
JUN 0 2 2020
Casey M. Favre
Nurse Practitioner

THIS IS NOT A BILL.
INVOICE TO FOLLOW.

Thank you

LESS DISCOUNT	0
FREIGHT	.9
SALES TAX	.0

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

School Nurse Supply, Inc.

School Nurse Supply, Inc.
PO Box 68968
Schaumburg, IL 60168

800.485.2737
FAX 800.485.2738
schoolnursesupplyinc.com

Invoice

Order No. **0792062**
Order Date **5/22/2020**

HANCOCK COUNTY BOARD OF
SUPERVISORS/AP DEPT/STE A
854 US HIGHWAY 90
BAY SAINT LOUIS, MS 39520

HANCOCK COUNTY BOARD OF
SUPERVISORS/CASEY FAVRE
8450 US HIGHWAY 90
BAY SAINT LOUIS, MS 39520

Customer No. **MSBAHA**

Customer PO No. **INTER/CC**

Item #	Item	Ordered	Price	Unit	t
0	**OK TO SHIP PER CASEY FAVRE** MONDAY-FRIDAY 8-5PM 5/21	0	0.0000	EACH	( )
IC	INTERNET ORDER PAID IN FULLWITH CREDIT CARD ORDER #SN-105501 AUTHORIZATION NUMBER:015741	0	0.0000	EACH	( )
46620	BRAUN THERMOSCAN PRO 6000 PROBE COVERS (MFG# 06000-005) ****5,000 PER CASE*****	1	479.0000	CASE	47! 0
399	SCHOOL NURSE SUPPLY HOT/COLD PACK SNS NOTE CUBE & FREE SHIPPING **Free with any $399.00 or more purchase!**	1	0.0000	EACH	(0

REVIEWED
JUN 0 2 2020
Casey M. Favre
Nurse Practitioner

Net Order	479.
Less Discount	0.
Freight	0.
Sales Tax	0.
ORDER TOTAL	479.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

School Nurse Supply, Inc.

PACKING SLIP

PO Box 68968
Schaumburg, IL 60168

P 800.485.2737
F 800.485.2738
schoolnursesupplyinc.com

ORDER # 0792062
CUSTOMER # MSBAHA

ORDER DATE 5/22/2020
CUSTOMER P.O. # INTER/CC

BILL TO HANCOCK COUNTY BOARD OF
SUPERVISORS/AP DEPT/STE A
854 US HIGHWAY 90
BAY SAINT LOUIS, MS 39520

SHIP TO HANCOCK COUNTY BOARD OF
SUPERVISORS/CASEY FAVRE
8450 US HIGHWAY 90
BAY SAINT LOUIS, MS 39520

ORDERED	UNIT	ITEM #		PRICE	NET PR
0	EACH	0	**OK TO SHIP PER CASEY FAVRE** MONDAY-FRIDAY 8-5PM 5/21	0.00	0
0	EACH	IC	INTERNET ORDER PAID IN FULLWITH CREDIT CARD ORDER #SN-105501 AUTHORIZATION NUMBER:015741	0.00	0
1	CASE	46620	BRAUN THERMOSCAN PRO 6000 PROBE COVERS (MFG# 06000-005) *****5,000 PER CASE*****	479.00	479
1	EACH	399	SCHOOL NURSE SUPPLY HOT/COLD PACK SNS NOTE CUBE & FREE SHIPPING **Free with any $399.00 or more purchase!**	0.00	0

REVIEWED
JUN 0 2 2020
Casey M. Favre
Nurse Practitioner

THIS IS NOT A BILL.
INVOICE TO FOLLOW.

Thank you

LESS DISCOUNT	$0
FREIGHT	$0
SALES TAX	$0

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

School Nurse Supply, Inc.

School Nurse Supply, Inc.
PO Box 68968
Schaumburg, IL 60168

800.485.2737
FAX 800.485.2738
schoolnursesupplyinc.com

Invoice

Order No. **0792040**
Order Date **5/22/2020**

HANCOCK COUNTY BOARD OF
SUPERVISORS/AP DEPT/STE A
854 US HIGHWAY 90
BAY SAINT LOUIS, MS 39520

HANCOCK COUNTY BOARD OF
SUPERVISORS/CASEY FAVRE
8450 US HIGHWAY 90
BAY SAINT LOUIS, MS 39520

Customer No. **MSBAHA**

Customer PO No. **INTER/CC**

Item #	Item	Ordered	Price	Unit	
0	**OK TO SHIP PER CASEY FAVRE** MONDAY-FRIDAY 8-5PM 5/21	0	0.0000	EACH	0
IC	INTERNET ORDER PAID IN FULLWITH CREDIT CARD ORDER #SN-105502 AUTHORIZATION NUMBER:015308	0	0.0000	EACH	0
12547	WELCH ALLYN PROBE COVERS FOR SURETEMP 690 **BULK 7,500 PER CASE**	1	324.0000	EACH	324

REVIEWED

JUN 0 3 2020

Casey M. Favre
Nurse Practitioner

Net Order	324.0
Less Discount	0.0
Freight	19.9
Sales Tax	0.0
ORDER TOTAL	343.9

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

School Nurse Supply, Inc.

PO Box 68968
Schaumburg, IL 60168

P 800.485.2737
F 800.485.2738
schoolnursesupplyinc.com

PACKING SLIP

ORDER # 0792040
CUSTOMER # MSBAHA

ORDER DATE 5/22/2020
CUSTOMER P.O. # INTER/CC

BILL TO HANCOCK COUNTY BOARD OF
SUPERVISORS/AP DEPT/STE A
854 US HIGHWAY 90
BAY SAINT LOUIS, MS 39520

SHIP TO HANCOCK COUNTY BOARD OF
SUPERVISORS/CASEY FAVRE
8450 US HIGHWAY 90
BAY SAINT LOUIS, MS 39520

ORDERED	UNIT	ITEM #		PRICE	NET PR
0	EACH	0	**OK TO SHIP PER CASEY FAVRE** MONDAY-FRIDAY 8-5PM 5/21	0.00	0
0	EACH	IC	INTERNET ORDER PAID IN FULLWITH CREDIT CARD ORDER #SN-105502 AUTHORIZATION NUMBER:015308	0.00	0
1	EACH	12547	WELCH ALLYN PROBE COVERS FOR SURETEMP 690 **BULK 7,500 PER CASE**	324.00	324

THIS IS NOT A BILL.
INVOICE TO FOLLOW.

Thank you

LESS DISCOUNT	$0
FREIGHT	$19
SALES TAX	$0

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCIQ01 ACCTCYPO CASH DISBURSEMENTS DATA ENTRY GLWCI

Fund 024 COVID-19 Trans 205447 Amount 171

Claim 33 Claim Date 6 30 2020 Release Date 6 30 2020 Status P N O V D H

Bank 6 Check Date 7 6 2020 Check 83029 Cash Account 000 002

Voided by Reason

Vendor No Payee VISA CARD SERVICES CLEARED 7 31 202

Addr1 P O BOX 875852 Added 20200630 - REBA

Addr2 Chged 00000000 -

City KANSAS CITY MO 64187 - 5852

For Investments CD No Maturity Date Rate

Account	Description	Invoice	Invoice Date	Amount
024222610	ACCT# 4715-6210-1201-0014		6 30 2020	1714.90

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F14-PAPERLINK

F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT
1-66

TheFirst
85-336/653

083029
CHECK NO.

83029

Ref: 024-0205447 Claim No. 33

One Thousand Seven Hundred Fourteen And 90/100 Dollars

PAY TO THE ORDER OF:

DATE 7/ 6/2020

AMOUNT $1,714.90

**********VISA CARD SERVICES**********
P O BOX 875852
KANSAS CITY MO 64187 5852

TIMOTHY A. KELLAR, CHANCERY CLERK

Timothy A. Kellar

VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

⑈083029⑈ ⑆065303360⑆625002787⑈

ENDORSE HERE
Credited to the Account
of the named Payee
070620 >101000695<

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTE USE

7-10-2020

commercialcard℠

Let your Business Card work for you!

Welcome, ROBIN

- Account Summary
- Transaction History
- Statements
- Account Info
- Payments
- Rewards
- Help
- Contact Us
- Sign Out

Account Summary

4715-6210-1201-0014

This summary reflects the most current account information.

Update Account Info

Account Number :	**XXXX-XXXX-XXXX-0014**
Card Type :	Individual-Account
Company ID :	21000120
Company Name :	HANCOCK COUNTY
Primary Cardholder :	ROBIN BENOIT
Email Address :	reba.mccaleb@hancock.ms.us
Address :	HANCOCK CTY BD OF SPVS 854 HIGHWAY 90 STE A BAY ST LOUIS MS 39520-2739
Home Phone :	(668)467-2691
Work Phone :	(228)467-6012
Statement Delivery Method :	Paper Only

Change Delivery Method

View Transaction History

Balance as of 07/15/20 :	**$ -1,509.41**
* Available Credit :	$ 5,000
Credit Limit :	$ 5,000

* Provided your account is in good standing

Payments

Minimum Payment Due :	**$ 0.00**
Payment Due Date :	07/26/20
Last Payment Amount :	$ 1,714.90
Last Payment Posted :	07/05/20
Last Statement Balance :	$ 599.00
Last Statement Date :	07/01/20

024-222-610 - 952.92

001-125-544 - 85.59

(prior to 7-17-1

85.59

001-125-544

(4-17-20)

-679.20

001-125-480

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Reba McCaleb

From: Casey Favre
Sent: Friday, July 10, 2020 2:13 PM
To: Reba McCaleb
Subject: RE: Home Depot
Attachments: Home Depot Invoice (Scanned).pdf

You are going to have to ZOOM IN.

1. Items with red boxes around them are all credits.
2. Items with blue boxes around them are all items offset by the credits.
3. Items with yellow boxes around them, I have attached receipts for and listed the receipt that goes with each charge.

Casey

From: Reba McCaleb
Sent: Friday, July 10, 2020 1:23 PM
To: Casey Favre <Casey.Favre@co.hancock.ms.us>
Subject: RE: Home Depot

Ok, here is a copy of the credit card statement. Don't you have receipts for this?
We have already paid the invoice for some hoses, spray guns, etc. received on 5-13. But this is on the 24th of April....

Reba McCaleb
Accounts Payable Clerk
Phone: 228-467-6012
Fax: 228-467-2691
Email: reba.mccaleb@co.hancock.ms.us

MISSISSIPPI'S
HANCOCK
COUNTY

From: Casey Favre
Sent: Friday, July 10, 2020 1:16 PM
To: Reba McCaleb <Reba.McCaleb@co.hancock.ms.us>
Subject: RE: Home Depot

I already sent it. That was the purchase that they never fully charged us for ... I have been waiting.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Account Number Ending In: XXXX XXXX XXXX 0006

CARD SERVICES
PO BOX 419734
KANSAS CITY MO 64141-6734

UMB

Please Detach And Enclose Top Portion With Payment

New Balance	Payment Due Date	Past Due Amount	Minimum Payment	Amount Enclosed
2,191.04	05/26/20	473.33	2,191.04	$

Make Check Payable To:
Card Services

Card Services
PO Box 875852
Kansas City MO 64187-5852

☐ Please check box if making address change as indicated on the back

CONTROL ACCOUNT 00000
HANCOCK CTY BD OF SPVS
854 HIGHWAY 90 STE A
BAY ST LOUIS MS 39520-2739

Account Number Ending In: XXXX XXXX XXXX 0006

Previous Balance	$	658.92
Payments	-	185.59
Other Credits	-	339.78
Purchases/Debits	+	2,057.49
Cash Advances	+	0.00
Finance Charges	+	0.00
New Balance		2,191.04
Credit Limit		10,000.00
Available Credit		7,808.00

Statement Closing Date	05/01/20
New Balance	2,191.04
Minimum Payment Due	2,191.04
Payment Due Date	05/26/20
Past Due Amount	473.33

An amount followed by a minus (-) is a credit or a credit balance, unless otherwise indicated

PAYMENT ADDRESS
CARD SERVICES
PO BOX 875852
KANSAS CITY, MO 64187-5852

ACCOUNT INQUIRIES AND
LOST OR STOLEN CARDS
888-494-5141

CARD SERVICES
PO BOX 419734
KANSAS CITY MO 64141-6734

Telephoning about billing errors will not preserve your rights under federal law. See the Billing Rights Summary on the reverse side

Transaction Information

ROBIN DENOFF
TOTAL XXXX XXXX XXXX 0014 $1,532.12

04/08	04/06	74715827LEHM80RSB	CK PAYMENT THANK YOU KANSAS CITY MO	85.59-
04/08	04/08	74715827LEHM90RVQ	CK PAYMENT THANK YOU KANSAS CITY MO	100.00-
04/17	04/19	24906417W2MYT0H6V	DNH*GODADDY.COM 480-5058855 AZ MCC: 4816 MERCHANT ZIP: 85260 SALES TAX: $ 5.60 TAX INCLUDED: 1	85.59
04/23	04/24	24892166G22XHANP5K	VUE*COMPTIA MRKETPLCE 800-511-3478 MN MCC: 8299 MERCHANT ZIP: 55437 SALES TAX: $ 0.00 TAX INCLUDED:	870.20
04/24	04/25	24610436409FNKET3	THE HOME DEPOT #2901 GULFPORT MS MCC: 5200 MERCHANT ZIP: 39503 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: W952270814	129.92
04/24	04/26	24610436409FNKFE6	THE HOME DEPOT #2901 GULFPORT MS MCC: 5200 MERCHANT ZIP: 39503 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: WA84346994	129.92 28.96 + 99.96
04/24	04/26	24610436409FNKEVT	THE HOME DEPOT #2901 GULFPORT MS CREDIT MCC: 5200 MERCHANT ZIP: 39503 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: W952270814	28.96-
04/24	04/26	24610436409FNKFFK	THE HOME DEPOT #2901 GULFPORT MS CREDIT MCC: 5200 MERCHANT ZIP: 39503 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: WA84346994	129.92-
04/24	04/26	24892166G42XJ9JH6YM	THE HOME DEPOT 2901 GULFPORT MS CREDIT MCC: 5200 MERCHANT ZIP: 39503 SALES TAX: $ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 00000000000000	59.06-
04/27	04/29	24610436709FAZQQL	HOMEDEPOT.COM 800-430-3376 GA MCC: 5200 MERCHANT ZIP: 30339 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: W952745501	239.98 Receipt # W952745501
04/27	04/29	24610436709FG0VKJ	THE HOME DEPOT #0365 SLIDELL LA MCC: 5200 MERCHANT ZIP: 70460 SALES TAX: $ 1.30 TAX INCLUDED: 1 CUSTOMER CODE: W952744250	18.28 Receipt # W952744250
04/27	04/29	24610436709FG0VM4	THE HOME DEPOT #0365 SLIDELL LA MCC: 5200 MERCHANT ZIP: 70460 SALES TAX: $ 5.65 TAX INCLUDED: 1 CUSTOMER CODE: W952753999	70.81 Receipt # W856432611
04/27	04/29	24610436709FG2HQT	THE HOME DEPOT #0365 SLIDELL LA MCC: 5200 MERCHANT ZIP: 70461 SALES TAX: $ 4.35 TAX INCLUDED: 1 CUSTOMER CODE: W952753999	54.33

Continued on next page

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Account Number Ending In: XXXX XXXX XXXX 0006

Transaction Information Continued

04/27	04/29	24610436709FM3W7K	THE HOME DEPOT #2910 BILOXI MS MCC: 5200 MERCHANT ZIP: 39532 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: W952745501	14.98
04/27	04/29	24610436709FM3SZH	THE HOME DEPOT #2901 GULFPORT MS MCC: 5200 MERCHANT ZIP: 39503 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: W856432611	64.98
04/27	04/29	24610436709FM36D1	THE HOME DEPOT #2901 GULFPORT MS MCC: 5200 MERCHANT ZIP: 39503 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: W952745501 Receipt # W952753999	49.98
04/27	04/29	74610436709FM3WWX	THE HOME DEPOT #2910 BILOXI MS CREDIT MCC: 5200 MERCHANT ZIP: 39532 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: W952745501	14.98-
04/27	04/29	74610436709FM3421	THE HOME DEPOT #2901 GULFPORT MS CREDIT MCC: 5200 MERCHANT ZIP: 39503 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: W856432611	64.98-
04/28	04/30	24610436609FDK5BF	HOMEDEPOT.COM 800-430-3376 GA MCC: 5200 MERCHANT ZIP: 30339 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: W952745501 Receipt # W952745501	22.88
04/28	04/30	24610436609FD23EY	HOMEDEPOT.COM 800-430-3376 GA MCC: 5200 MERCHANT ZIP: 30339 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: W856432611 Receipt # W856432611	22.88
04/29	05/01	24610436909FEZ52W	HOMEDEPOT.COM 800-430-3376 GA MCC: 5200 MERCHANT ZIP: 30339 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: W952745501 Receipt # W856432611 $297.00 + $179.00	476.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Current Billing Period			
Type of Balance			
Purchases	0.00	790.67	0.00
Cash Advances	0.00	0.00	0.00

Periodic rates and APRs may vary. See your Cardmember Agreement for an explanation. There is a 25-day grace period for Purchases but not for Cash Advances. You can avoid additional finance charges on Purchases if you pay the New Balance within 25 days of the Statement Closing Date (which may not be the same as the Payment Due Date). See reverse side for important information and disclosures and, if an Annual Fee was posted above, regarding renewals.

YOUR ACCOUNT IS SERIOUSLY PAST DUE. PLEASE REMIT THE NOW DUE AMOUNT IMMEDIATELY. IF PAYMENT HAS BEEN MADE DISREGARD THIS NOTICE.

UMB will begin using text messaging to confirm suspicious transactions for credit cardholders with mobile phone numbers on record. Learn more about how UMB looks out for our customers by visiting UMB.com/fraudalerts.

5042 0031 HVP 001 7 1 200501 0 PAGE 2 of 3 10 5580 2100 C615 00000

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Date Ordered: April 27, 2020

Order Number: W952744250

Order Total: $16.28

Pick up in Store

Picked up at

Slidell
143 Northshore Blvd
Slidell, LA 70460

Product Information

Item	Qty	Price
Husky 1/4 in. x 25 ft. Polyurethane Recoil Hose Model # 24-25E-RET-HOM Store SKU # 1000055182	1	$14.98

Payment Information

Billing Address

Robin Benoit
854 Highway 90
Bay Saint Louis, MS 39520

Payment Method

Visa | Ending in 0014

Payment Details

Subtotal	$14.98
Scheduled Delivery	
Sales Tax	$1.30
Order Total	$16.28

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Date Ordered: April 27, 2020

Order Number: W952753999

Order Total: $124.94

Pick up in Store

Picked up at

Slidell East
874 I-10 Service Road
Slidell, LA 70461

Product Information

Item	Qty	Price
Husky Gravity Feed HVLP Spray Gun Model # H4840GHVSG Store SKU # 762051	1	$49.98

Pick up in Store

Picked up at

Slidell
143 Northshore Blvd
Slidell, LA 70460

Product Information

Item	Qty	Price
Husky Gravity Feed HVLP Spray Gun Model # H4840GHVSG Store SKU # 762051	1	$49.98
Husky 1/4 in. x 25 ft. Polyurethane Recoil Hose Model # 24-25E-RET-HOM Store SKU # 1000055182	1	$14.98

Payment Information

Billing Address

Payment Details

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Robin Benoit
854 Highway 90
Bay Saint Louis, MS 39520

Payment Method

Visa | Ending in 0014

Subtotal	$114.94
Scheduled Delivery	
Sales Tax	$10.00
Order Total	$124.94

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Date Ordered: April 27, 2020

Order Number: W856432611

Order Total: $657.88

Pick up in Store

Picked up at

Gulfport
15220 Creosote Rd
Gulfport, MS 39503

Product Information

Item	Qty	Price
Estwing 1/4 in. x 50 ft. PVC / Rubber Hybrid Air Hose with Fittings Model # E1450PVCR Store SKU # 1001984718	1	$22.88
RYOBI 18-Volt ONE+ Lithium-Ion 4.0 Ah LITHIUM+ HP High Capacity Battery Model # P192 Store SKU # 1002482840	3 $99.00/item	$297.00
RYOBI 18-Volt ONE+ Cordless 1 Gal. Portable Air Compressor with 4.0 Ah LITHIUM+ High Capacity Battery and 18-Volt Charger Model # P739KN Store SKU # 1004181681	1	$179.00
RYOBI 18-Volt ONE+ 6-Port Dual Chemistry SUPERCHARGER Kit with (1) 4.0 Ah LITHIUM+ and (1) 1.5 Ah Compact LITHIUM+ Batteries Model # P1820 Store SKU # 1002090994	1	$159.00

Returned Items

Product Information

Item	Qty	Price
Husky Gravity Feed HVLP Spray Gun Model # H4840GHVSG	1	$49.98

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Store SKU # 762051 Husky 1/4 in. x 25 ft. Polyurethane Recoil Hose Model # 24-25E-RET-HOM Store SKU # 1000055182	1	$14.98

Payment Information

Billing Address

Robin Benoit
854 Highway 90
Bay Saint Louis, MS 39520

Payment Method

Visa | Ending in 0014

Payment Details

Subtotal	$657.88
Shipping	
Scheduled Delivery	
Sales Tax	$0.00
Order Total	$657.88
Refund Total	$64.96

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Date Ordered: April 27, 2020

Order Number: W952745501

Order Total: $738.84

Pick up in Store

Picked up at

Gulfport
15220 Creosote Rd
Gulfport, MS 39503

Product Information

Item	Qty	Price
AC WORKS AC Connectors up to 10 ft. 18/3 10 Amp Medical/Hospital Grade Cart Coiled Power Cord with Locking IEC C13 Model # MD195-AL Store SKU # 1003541574	4 $59.99/item	$239.96
RYOBI 18-Volt ONE+ Cordless 1 Gal. Portable Air Compressor with 4.0 Ah LITHIUM+ High Capacity Battery and 18-Volt Charger Model # P739KN Store SKU # 1004181681	1	$179.00
RYOBI 18-Volt ONE+ Lithium-Ion 4.0 Ah LITHIUM+ HP High Capacity Battery Model # P192 Store SKU # 1002482840	3 $99.00/item	$297.00
Estwing 1/4 in. x 50 ft. PVC / Rubber Hybrid Air Hose with Fittings Model # E1450PVCR Store SKU # 1001984718	1	$22.88

Canceled Items

Product Information

Item	Qty	Price
Husky Gravity Feed HVLP Spray Gun Model # H4840GHVSG	1	$0.00

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Store SKU # 762051		
Husky 1/4 in. x 25 ft. Polyurethane Recoil Hose Model # 24-25E-RET-HOM Store SKU # 1000055182	1	$0.00

Payment Information

Billing Address

Robin Benoit
854 Highway 90
Bay Saint Louis, MS 39520

Payment Method

Visa | Ending in 0014

Payment Details

Subtotal	$738.84
Shipping	
Scheduled Delivery	
Sales Tax	$0.00
Order Total	$738.84

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCIQ01 ACCTCYPO CASH DISBURSEMENTS DATA ENTRY GLWC

Fund 024 COVID-19 Trans 205666 Amount 9

Claim 35 Claim Date 20 20 720 Release Date 20 20 720 Status P N O V D H

Bank 6 Check Date 7 20 2020 Check 83118 Cash Account 000 002

Voided by Reason

Vendor No Payee VISA CARD SERVICES CLEARED 7 31 202

Addr1 P O BOX 875852 Added 20200715 - REBA

Addr2 Chged 00000000 -

City KANSAS CITY MO 64187 - 5852

For Investments CD No Maturity Date Rate

Account	Description	Invoice	Invoice Date	Amount
024222610	ACCT# 4715-6210-1201-0014		7 15 2020	952.92

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F14-PAPERLINK

F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT

TheFirst
65-536/653

083118
CHECK NO.

1-66

83118

Ref: 024-0205666 Claim No. 35

Nine Hundred Fifty-Two And 92/100 Dollars

PAY TO THE ORDER OF:

DATE 7/20/2020

AMOUNT $952.92

****
VISA CARD SERVICES**********
P O BOX 875852
KANSAS CITY MO 64187 5852

TIMOTHY A. KELLAR, CHANCERY CLERK

Timothy A. Kellar

VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

⑈083118⑈ ⑆065303360⑆62500278?⑈

ENDORSE HERE
Credited to the Account
of the named Payee
072320 >101000695<

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Reba McCaleb

From: Magan Bourn
Sent: Tuesday, June 02, 2020 2:19 PM
To: Reba McCaleb; Nancy Kelly
Cc: Candace Payne-Johnson
Subject: May 2020 Detention Order
Attachments: May 2020 Detention Order.pdf

Attached is the Detention Order for May. I've marked one of the kids with 024-163-599(Covid) this kid was placed in Detention because we had to have him quarantine for 2 weeks before rehab would take him. We had this happen with another kid last month. I didn't know if this still applied. If you have any questions please let me know.

Thank you,
Magan Bourn
Hancock County Youth Court
126 Court St
Bay St Louis MS 39520
(228) 467-7945 (office)
(228) 466-4707 (fax)

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

SERIAL: 4767216

IN THE YOUTH COURT OF HANCOCK COUNTY, MISSISSIPPI

HARRISON COUNTY JUVENILE DETENTION FACILITY PAYMENT ORDER

This Cause came on to be heard on the Court's own Motion for payment of services rendered, and the Court hereby orders as follows:

That Hancock County shall render unto Harrison County Youth Court, 761 Esters Blvd., Biloxi, MS 39530 the sum of Nine Thousand, One Hundred Dollars and 00 Cents ($9,100.00) for services rendered to this Court subject to the approval of the Hancock County Board of Supervisors.

SO ORDERED AND ADJUDGED this the 2nd day of June, 2020.

DIGITAL SIGNATURE CERTIFICATION.
User: TRENTFAVRE Sig Serial: 1127993
Org: HANCOCK COUNTY YOUTH COURT
Date/Time: 06/02/2020 @ 01:08:06 pm
Location: 69.85.192.162:39609
Reason: Authorize attachment order

SAMUEL TRENT FAVRE, JUDGE

024-163-599

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Harrison County Youth Court
Juvenile Detention Facility Invoice

Date of Invoice: June 2, 2020

Period: May 1, 2020 – May 31, 2020

Dear Judge Favre:

Please accept this as the Harrison County Youth Court Juvenile Detention Facility Invoice for the period May 1, 2020 through May 31, 2020. If it meets with your approval, we ask that you please place this invoice in line for payment as soon as possible. Please remit payment within 30 days from the date of this invoice. Please make checks payable to: **Harrison County, Mississippi.** Please mail payment to:

Valeri Underwood
Court Administrator
Harrison County Youth Court
P.O. Box 134
Biloxi, MS 39533

Item	Charges
Housing of Juveniles (see attached spreadsheet)	$9,100.00
Additional Expenses (medical, etc.)	$ 0.00
Total Amount Due	**$9,100.00**

If you have any questions, please contact Valeri Underwood at 228-435-3201 office or 228-435-4784 fax.

Sincerely,

Valeri Underwood
Court Administrator

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Hancock County Youth Detainee Invoice May1-May 31									
Last Name	First Name	Date Entered	Time Entered	Date Released	Time Released	Total # Billable Days	Daily Rate	Medical Expenses	Total Due
D[redacted]	H.	5/4/2020	12:24pm	5/18/2020		15	$ 175.00		$ 2,625.00
M[redacted]	W.	5/6/2020	1:22am	5/13/2020	1:45pm	8	$ 175.00		$ 1,400.00
P[redacted]	D.	5/8/2020	2:52pm	5/12/2020	3:00pm	5	$ 175.00		$ 875.00
A[redacted]	M.	5/8/2020	2:52pm	5/12/2020	3:00pm	5	$ 175.00		$ 875.00
B[redacted]	Z.	5/22/2020	1:55pm	5/31/2020	11:00am	10	$ 175.00		$ 1,750.00
A[redacted]	D.	5/26/2020	3:00pm	5/28/2020	4:00pm	3	$ 175.00		$ 525.00
V[redacted]	K.	5/26/2020	3:00pm	5/31/2020	3:00pm	6	$ 175.00		$ 1,050.00
							$ 175.00		$ -
							$ 175.00	$ -	$ -
							$ 175.00	$ -	$ -
							$ 175.00	$ -	$ -
							$ 175.00	$ -	$ -
							$ 175.00	$ -	$ -
							$ 175.00	$ -	$ -
							$ 175.00	$ -	$ -
TOTAL DUE								$ -	$ 9,100.00

← 024-163-599 (Covid

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCLM01 ACCTCY CASH DISBURSEMENTS DATA ENTRY GLWCLM07/R4

Fund 024 COVID-19 Trans 204893 Amount 2625

Claim 29 Claim Date 6 4 2020 Release Date 6 4 2020 Status P Source CD

Bank 6 Check Date 7 6 2020 Check 82821 Ep Cash Acct 000 00?

Voided Reason

Vendor No Payee HARRISON COUNTY, MS

CLEARED Addr1 HARRISON COUNTY YOUTH COURT Add 20200604 REBA

7 31 2020 Addr2 P O BOX 134 Chg 20200630 REBA

Page No 2 City BILOXI MS 39533 1099 Form Type

For Investments CD No Maturity Date Rate

Account	Description	Invoice	InvoiceDate	Amount
024163599	HOUSING JUVENILES, MAY, 2020		6 4 2020	2625.00

Copyright 2009, Delta Computer Systems, Inc. - All Rights Reserved 11/30-GN:

F13-MODE F14-PAPERLINK

F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT

TheFirst

082821
CHECK NO.

1-EG

82821

Ref: 024-0204893 Claim No. 29

Two Thousand Six Hundred Twenty-Five And No/100 Dollars

DATE 7/ 6/2020

AMOUNT $2,625.00

PAY TO THE ORDER OF

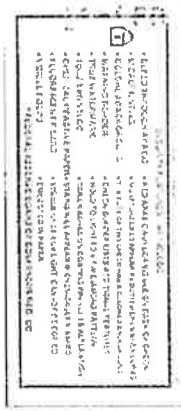
****
HARRISON COUNTY, MS**********
HARRISON COUNTY YOUTH COURT
P O BOX 134
BILOXI MS 39533

TIMOTHY A. KELLAR, CHANCERY CLERK

Timothy A. Kellar

VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

⑈082821⑈ ⑆065303360⑆6250027877⑈



For Deposit Only
ENDORSE HERE Harrison County
The Peoples Bank, Biloxi, MS
FOR DEPOSIT ONLY
HARRISON COUNTY DEPOSITORY
JOHN McADAMS, CHANCERY CLERK
#151-174-0
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

PURCHASE ORDER

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

PO No : 948832
Req. No 154269
Page 1

T O:	SHIP TO:
DELL MARKETING L.P.	I.T. DEPARTMENT
PO BOX 534118	854 HIGHWAY 90
PO BOX 534118	SUITE A
ATLANTA GA 30353 4118	BAY ST. LOUIS, MS 39520

Date Ordered	Date Required	Department	Entered b
7/20/2020	8/20/2020	125 I.T. DEPARTMENT	RSW

Quantity:	Item Description	Unit Cost	Extension
7.00	DELL USB SLIM DVD+RW DRIVE - DW316	40.43EA	283.0
7.00	DELL LATITUDE 5510	1347.36EA	9431.5
7.00	DELL THUNDERBOLT DOCK - WD19TB	229.01EA	1603.0
7.00	DELL KM717 PREMIER WIRELESS KEYBOARD AND MOUSE COMBO	67.39EA	471.7
14.00	DELL 24 MONITOR - E2420H	116.99EA	1637.8
	*MS STATE EPL 3760		
	*EXPIRES: 6/30/2021		
	** BOARD APPROVED 7/20/2020 **		

Total $13,427.1

APPROVAL: BOARD OF SUPERVISORS

BY: _____
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:
1. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
2. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
3. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
4. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
5. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE REQUISITION #: 154269

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

PO NUMBER 94883?

DEPT IT

DATE 07/20/2020

CHARGE ____ ROAD MAINTENANCE

DATE NEEDED ____

____ BRIDGE & CULVERT

VENDOR Dell EMC

____ REVENUE SHARING

✓ OTHER 012-125-922

TO THE PURCHASE CLERK:
THIS IS YOUR AUTHORITY TO PURCHASE FOR THE ABOVE INDICATED COUNTY DEPARTMENT OR OFFICE THE FOLLOWING EQUIPMENT, HEAVY EQUIPMENT, MECHINERY, SUPPLIES, MATERIALS, OR SERVICES.

QTY	DESCRIPTION	UNIT PRICE	TOTA
	Laptops & accessaries per attached quote		13427.1
	Board Approved 07/20/2020		

TOTAL AMOUNT OF PURCHASE REQUISITION: 13427.1

APPROVED

AUTHORIZED DEPARTMENT REPRESENTATIVE

INSTRUCTIONS:
The county department or office requesting the merchandise must issue this requisition for any purchases.
Deliver copies 1, 2 & 3 to the puchase clerk, and file copy 4 in the department making the request.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Shipping Group Details

Shipping To

SCOTT SCHAEFER
HANCOCK CO BOARD
SUPERVISORS
8450 HWY 90
SCOTT SCHAEFER
BAY ST LOUIS, MS 39520-8667
(228) 216-4343

Shipping Method

Standard Delivery

		Qty	Subtotal
Dell USB Slim DVD±RW drive - DW316	$40.43	7	$283.01

Estimated delivery if purchased today:
Jul. 23, 2020
Contract # C000000009819
Customer Agreement # EPL -40731003-3760

Description	SKU	Unit Price	Qty	Subtotal
Dell USB Slim DVD±RW drive - DW316	429-AAUQ	-	7	-

		Qty	Subtotal
Dell Latitude 5510	$1,347.36	7	$9,431.52

Estimated delivery if purchased today:
Jul. 29, 2020
Contract # C000000009819
Customer Agreement # EPL -40731003-3760

Description	SKU	Unit Price	Qty	Subtotal
Latitude 5510 CTO Base	210-AVET	-	7	-
10th Generation Intel Core I5-10310U (4 Core, 6M cache, base 1.7GHz, up to 4.4GHz, vPro)	379-BDVG	-	7	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	7	-
No AutoPilot	340-CKSZ	-	7	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	7	-
Intel UHD Graphics 620 with Displayport over Type-C for i5-10310U	338-BUSD	-	7	-
Intel vPro Active Management Technology (for vPro CPU, vPro Capable)	631-ACKU	-	7	-
8GB,1x8GB, DDR4 Non-ECC	370-AFEH	-	7	-
M.2 512G PCIe NVMe Class 35 2230 Solid State Drive	400-BIJU	-	7	-
LCD back cover for Non-Touch Latitude 5510, WLAN+WWAN Capable, Carbon Fiber Reinforced Polymer	320-BDRH	-	7	-
RGB Cam/Mic Bezel with Dell Privacy Shutter	325-BDRC	-	7	-
15.6" FHD WVA (1920 x 1080) Anti-Glare Non-Touch,220 nits	391-BEZZ	-	7	-
Dual Pointing with No Fingerprint and No SmartCard Reader	346-BGGT	-	7	-
Dual Pointing Backlit US English Keyboard	583-BFBO	-	7	-
Wireless Intel AX201 WLAN Driver	555-BFRG	-	7	-
Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFNI	-	7	-
No Mobile Broadband Card	556-BBCD	-	7	-
4 Cell 68Whr ExpressCharge Capable Battery	451-BCKB	-	7	-
E5 65W 7.4mm Lot 6 PCR EPEAT, Liteon	492-BCWY	-	7	-
No Anti-Virus Software	650-AAAM	-	7	-

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

OS-Windows Media Not Included	620-AALW	-	7	-
E5 US Power Cord	450-AAEJ	-	7	-
5510 Quick Start Guide for Windows 10, Ubuntu	340-CPPF	-	7	-
US Order	332-1286	-	7	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	7	-
Custom Configuration	817-BBBB	-	7	-
Regulatory Label, FCC	389-DPGZ	-	7	-
SupportAssist	525-BBCL	-	7	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	7	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	7	-
Waves Maxx Audio	658-BBRB	-	7	-
Dell Power Manager	658-BDVK	-	7	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	7	-
Dell Optimizer	658-BEQP	-	7	-
Dell Latitude 5510 SRV	658-BESB	-	7	-
Direct Ship Info	340-AAPP	-	7	-
MIX SHIP Config (DAO/BCC)	340-CQGC	-	7	-
Dell Latitude 5510 Flex 3	610-BCFP	-	7	-
Intel Core i5 Label for vPro	340-CPOY	-	7	-
No Option Included	340-ACQQ	-	7	-
No Mouse	570-AADK	-	7	-
No Resource DVD / USB	430-XXYG	-	7	-
ENERGY STAR Qualified	387-BBNO	-	7	-
BTO Standard Shipment (S)	800-BBQN	-	7	-
No UPC Label	389-BCGW	-	7	-
No Removable CD/DVD Drive	429-AATO	-	7	-
Latitude 5510 Bottom Door	321-BFIZ	-	7	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	7	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	7	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	7	-
Dell Limited Hardware Warranty	997-8317	-	7	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	7	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	7	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	7	-
			Qty	**Subtotal**
Dell Thunderbolt Dock- WD19TB		**$229.01**	**7**	**$1,603.07**

Estimated delivery if purchased today:
Jul. 23, 2020
Contract # C000000009819
Customer Agreement # EPL -40731003-3760

Description	**SKU**	**Unit Price**	**Qty**	**Subtotal**
Dell Thunderbolt Dock- WD19TB	210-ARIK	-	7	-

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Advanced Exchange Service, 3 Years	824-3984	-	7	-
Dell Limited Hardware Warranty	824-3993	-	7	-

		Qty	Subtotal
Dell KM717 Premier Wireless Keyboard and Mouse Combo	**$67.39**	**7**	**$471.73**

Estimated delivery if purchased today:
Jul. 23, 2020
Contract # C000000009819
Customer Agreement # EPL -40731003-3760

Description	SKU	Unit Price	Qty	Subtotal
Dell Wireless Keyboard and Mouse-KM717 Retail (US English), Customer Install	580-AFLL	-	7	-

		Qty	Subtotal
Dell 24 Monitor - E2420H, 60.5cm (23.8")	**$116.99**	**14**	**$1,637.86**

Estimated delivery if purchased today:
Jul. 23, 2020
Contract # C000000009819
Customer Agreement # EPL -40731003-3760

Description	SKU	Unit Price	Qty	Subtotal
Dell 24 Monitor - E2420H, 60.5cm (23.8")	210-AUNE	-	14	-
Dell Limited Hardware Warranty	814-9340	-	14	-
Advanced Exchange Service, 3 Years	814-9341	-	14	-

Subtotal:	**$13,427.19**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$13,427.19**

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Advanced Exchange Service, 3 Years	824-3984	-	7	-
Dell Limited Hardware Warranty	824-3993	-	7	-

		Qty	Subtotal
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Customer Agreement # EPL -40731003-3760

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Contract # C000000009819
Customer Agreement # EPL -40731003-3760

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Dell Limited Hardware Warranty	814-9340	-	14	-
Advanced Exchange Service, 3 Years	814-9341	-	14	-

Subtotal:	**$13,427.19**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$13,427.19**

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

GLMCLM01 ACCTCY CASH DISBURSEMENTS DATA ENTRY GLWCLM97/R4

Fund 024 COVID-19 Trans 206327 Amount 13427

Claim 43 Claim Date 8 12 2020 Release Date 8 12 2020 Status P Source PO

Bank 6 Check Date 9 8 2020 Check 83801 Ep Cash Acct 000 00?

Voided Reason

Vendor No 6241 Payee DELL MARKETING L.P.

OUTSTND Addr1 PO BOX 534118 Add 20200818 REBA

Addr2 PO BOX 534118 Chg 20200827 NKELLY

Page No 1 City ATLANTA GA 30353 4118 1099 Form M Type 1

For Investments CD No Maturity Date Rate

Account	Description	Invoice	InvoiceDate	Amount
024125919	DELL USB SLIM DVD+RW DRIVE - D	PO#948832	7 25 2020	283.01
024125919	DELL LATITUDE 5510	PO#948832	7 25 2020	9431.52
024125919	DELL THUNDERBOLT DOCK - WD19TB	PO#948832	7 25 2020	1603.07
024125919	DELL KM717 PREMIER WIRELESS KE	PO#948832	7 25 2020	471.73
024125919	DELL 24 MONITOR - E2420H	PO#948832	7 25 2020	1637.86

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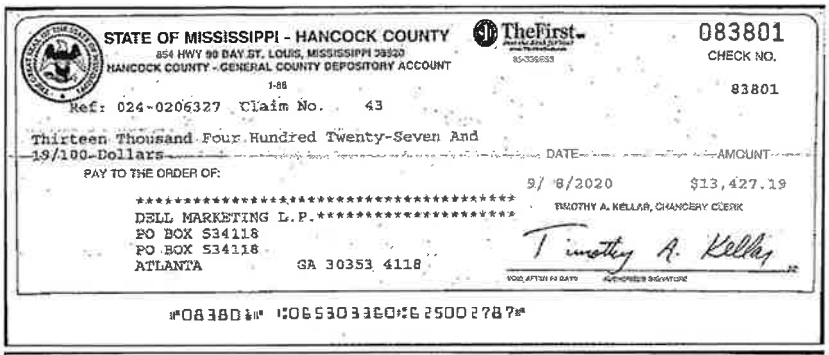
F13-MODE F14-PAPERLINK

F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)



STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT
1-88

TheFirst

083801
CHECK NO.
83801

Ref: 024-0206327 Claim No. 43

Thirteen Thousand Four Hundred Twenty-Seven And 19/100-Dollars

DATE AMOUNT

PAY TO THE ORDER OF:

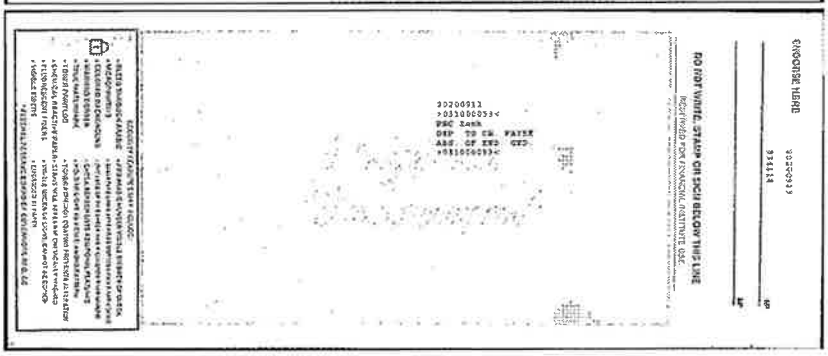
9/ 8/2020 $13,427.19

TIMOTHY A. KELLAR, CHANCERY CLERK

****
DELL MARKETING L.P.**********
PO BOX 534118
PO BOX 534118
ATLANTA GA 30353 4118

VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

⑈083801⑈ ⑆065303360⑆625002787⑈



DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE ORDER

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

PO No : 949174
Req. No 154277
Page 1

T O:	SHIP TO:
ZONES, INC	I.T. DEPARTMENT
1102 15TH STREET 5W	854 HIGHWAY 90
SUITE 102	SUITE A
AUBURN WA 98001	BAY ST. LOUIS, MS 39520

Date Ordered	Date Required	Department	Entered by
8/13/2020	9/13/2020	125 I.T. DEPARTMENT	RSW

Quantity:	Item Description	Unit Cost	Extension
1.00	JABRA SPEAKER 71EMS	225.00EA	225.00
	ITEM # 007758399-NEW		
1.00	LUMENS VC-BU10 CAMERA	400.00EA	400.00
	ITEM # 0001628055PON		

200m mtg equip

Total $625.00

APPROVAL: BOARD OF SUPERVISORS

BY: _____
PURCHASE CLERK

NSTRUCTIONS FOR VENDOR:

. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE REQUISITION #: 154277

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

PO NUMBER 949174

DEPT IT

DATE 08/13/20xx

CHARGE ____ ROAD MAINTENANCE

____ BRIDGE & CULVERT

____ REVENUE SHARING

__/__ OTHER 024-125-690

DATE NEEDED ____

VENDOR Zones

TO THE PURCHASE CLERK:
THIS IS YOUR AUTHORITY TO PURCHASE FOR THE ABOVE INDICATED COUNTY DEPARTMENT OR OFFICE THE FOLLOWING EQUIPMENT, HEAVY EQUIPMENT, MECHINERY, SUPPLIES, MATERIALS, OR SERVICES.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	Jabra Speaker 710 MS Item #-0e7758399-NFN'	225.00	225.00
1	Lumens VC-BU10 camera Item #0 0e162805 SPO N	400.00	400.00

TOTAL AMOUNT OF PURCHASE REQUISITION: 625.00

APPROVED _____
AUTHORIZED DEPARTMENT REPRESENTATIVE

INSTRUCTIONS:
The county department or office requesting the merchandise must issue this requisition for any purchases.
Deliver copies 1, 2 & 3 to the puchase clerk, and file copy 4 in the department making the request.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

ZONES
Connecting Business and Technology

ZONES LLC
1102 15th Street S.W., Suite 102
Auburn, WA 98001
CR Dept. (800)570-2410

Fax: (253)205-3862
EIN: 91-1431894

INVOICE K15777500101
Invoice date 08/14/2020
Order date 08/13/2020

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
HANCOCK COUNTY BOARD OF SUPERVISORS
BRYAN BYERS
854 HWY 90 BAY, SUITE A
ATTN: IT DEPARTMENT
BAY SAINT LOUIS, MS 39520
USA

PURCHASE ORDER NO	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
949174	0071075518	USD	09/13/2020	30 Days

SHIPPED	PART NO	MANUF. PART NO	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	004758399-NEW	7710-309	Jabra SPEAK 710 MS - USB VoIP desktop hands-free - Bluetooth - wireless	225.00	225.00
			Shipping Methods: FedEx 904774441995		

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
$225.00	$0.00	$0.00	$0.00	$225.00

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM/TERMSOFSALE ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

* pay only this

RECEIVING REPORT NEEDED

Please Remit Payment To:
PO Box 34740
Seattle, WA 981241740
usa

ACH or Wire (USD):
Bank - US Bank, Account – 153591215337, Routing / ABA - 125000105
Bank Code - USBKUS44IMT
Remittance: E-mail - wire.transfers@zones.com Fax - 253-205-2977

INVOICE NO	ACCOUNT NO	CURRENCY	DUE DATE	PAYMENT TERMS
K15777500101	0071075518	USD	09/13/2020	30 Days

SOLD TO
HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY BOOKKEEPING DEPT.
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS, MS 39520
USA

SHIP TO
HANCOCK COUNTY BOARD OF SUPERVISORS
BRYAN BYERS
854 HWY 90 BAY, SUITE A
ATTN: IT DEPARTMENT
BAY SAINT LOUIS, MS 39520
USA

SUB TOTAL	FREIGHT	OTHER FEES	SALES TAX AMOUNT	TOTAL
$225.00	$0.00	$0.00	$0.00	$225.00

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
9399	ZONES, INC	91076	12/07/2020	$5,5

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMC
11/02/2020	K16290080101	NORTH BARN	$
		PO #: 21000404 - ROAD DEPARTMENT	
08/14/2020	K15777500101	legacy PO	$2
		PO #: 949174 - IT	
11/24/2020	k16412500101	FM - Monitor	$2
		PO #: 21000615 - ROAD DEPARTMENT	
11/16/2020	PO# 21000455	Computer Supplies	$4
		PO #: 21000455 - SHERIFF'S OFFICE	
11/16/2020	PO# 21000433	Computer Supplies	$4
		PO #: 21000433 - SHERIFF'S OFFICE	
11/17/2020	PO#21000099	USB peripheral sharing switch - 2 ports	$6
		PO #: 21000099 - SHERIFF'S OFFICE	
		PO #: 21000099 - SHERIFF'S OFFICE	
10/05/2020	K16132920101	FUJITSU SCANNER - FI-7160 COL SHTFEDSCAN 60PPM 600	$7
		PO #: 21000064 - CIRCUIT COURT	
10/21/2020	PO# 21000313	Computer Monitors - North Barn	$1,0
		PO #: 21000313 - ROAD DEPARTMENT	
10/05/2020	K16122210102	Finance Scanners	$1,5
		PO #: 21000136 - IT	

Check Date
12/07/2020

Vendor Number **9399**

VOID AFTER 90 DAYS FROM ISSUE

*** Five Thousand Five Hundred Thirteen Dollars And Fifty Cents ***

$5,513

VOID

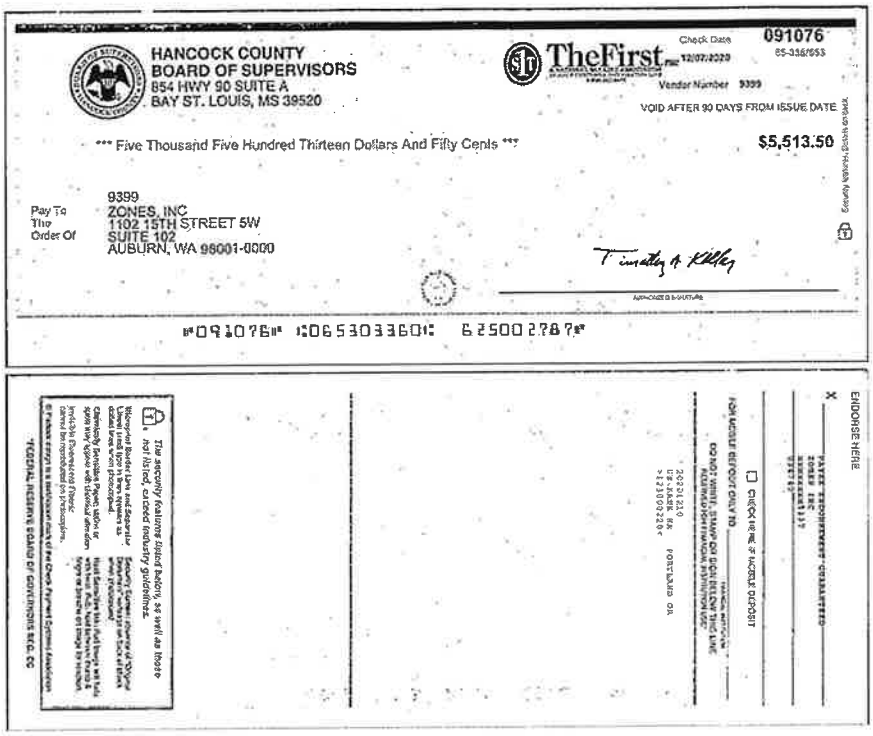
Pay To
The
Order Of

9399
ZONES, INC
1102 1[illegible] STREET SW
SUITE [illegible]
AUBURN, WA 98001-0000

Timothy A. Kelley

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

8.I.6.a



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

TheFirst

Check Date 12/07/2020
091076
64-336/653

Vendor Number 9399

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Five Thousand Five Hundred Thirteen Dollars And Fifty Cents ***

$5,513.50

Pay To The Order Of
9399
ZONES, INC
1102 15TH STREET SW
SUITE 102
AUBURN, WA 98001-0000

Timothy A Kelley

AUTHORIZED SIGNATURE

⑈091076⑈ ⑆065303360⑆ 62500278 7⑈

The security features listed below, as well as those not listed, exceed industry guidelines.

"FEDERAL RESERVE BOARD OF GOVERNORS REG. CC"

ENDORSE HERE

PAYEE

CHECK HERE IF MOBILE DEPOSIT

FOR MOBILE DEPOSIT ONLY TO

PORTLAND OR

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE ORDER

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

PO No : 949249
Req. No 157678
Page 1

T O:	S H I P T O:
KAMS, INC	MAINTENANCE OFFICE
741 DIXIE PARKWAY	18382 HWY. 43
	KILN, MS 39556
WINTER PARK FL 32789	

Date Ordered	Date Required	Department	Entered b
8/19/2020	9/19/2020	151 MAINT. OF BUILDING AND GROU	ASHIYOU

Quantity:	Item Description	Unit Cost	Extension
1.00	BOX	1000.00EA	1000.0
1.00	SPRAYER	1250.00EA	1250.0
1.00	SHIPPING	45.00EA	45.0

Total $2,295.0

APPROVAL: BOARD OF SUPERVISORS

BY: _____
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:
1. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
2. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
3. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
4. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
5. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE REQUISITION #: 157678

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

PO NUMBER 94924

DEPT Maintenance

DATE 8/19/20

CHARGE _____ ROAD MAINTENANCE

_____ BRIDGE & CULVERT

_____ REVENUE SHARING 024-151-699

_____ OTHER COVID-19

DATE NEEDED 9856

VENDOR KAMS, Inc.
741 Dixie Parkway
Winter Park, FL 32789

TO THE PURCHASE CLERK:
THIS IS YOUR AUTHORITY TO PURCHASE FOR THE ABOVE INDICATED COUNTY DEPARTMENT OR OFFICE THE FOLLOWING EQUIPMENT, HEAVY EQUIPMENT, MECHINERY, SUPPLIES, MATERIALS, OR SERVICES.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Device to sanitize buildings		
1	Box		1000.00
1	Sprayer		1250.00
1	Shipping		45.00
	TOTAL AMOUNT OF PURCHASE REQUISITION:		2295.00

APPROVED Vic Jakusen
AUTHORIZED DEPARTMENT REPRESENTATIVE

INSTRUCTIONS:
The county department or office requesting the merchandise must issue this requisition for any purchases.
Deliver copies 1, 2 & 3 to the puchase clerk, and file copy 4 in the department making the request.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

KAMS, Inc. (Distributor)

Invoice: IKE2225-8/19/20

741 Dixie Parkway
Winter Park, FL 327892300

Date: 8/19/2020
HCB PO:949249

Customer:
Hancock County
Maintenance Dept.
18382 MS-43
Kiln, NS 39556
Attn: Mr. Vic Johnson
Email: vic.johnson@co.hancock.ms.us
Phone228-216-6350

Sales Rep:
Richard Anthony
Phone: 228-861-8956

Quantity	Item	Description	Unit Price	Line Total
1	Box	ISO-10	$1,000.00	$1,000.00
1	Sprayer		$1,250.00	$1,250.00

Subtotal:	$2,250.00
Sales Tax:	
Shipping Charge:	$45.00
Order Total:	$2,295.00

Please provide a tax exempt certificate, if available. Payment Terms: due upon receipt.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
9856	KAMS, INC	90867	12/07/2020	$2,2

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AM
08/19/2020	PO# 949249	legacy PO	$2,2
		PO #: 949249 - ROAD DEPARTMENT	

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Check Date
12/07/2020

Vendor Number **9856**

VOID AFTER 90 DAYS FROM ISSUE

*** Two Thousand Two Hundred Ninety Five Dollars And Zero Cents ***

$2,295

VOID

Pay To
The
Order Of

9856
KAMS, INC
741 Dixie Parkway
Winter Park, FL 32789-0000

Timothy A. Kelley

PURCHASE ORDER

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

PO No : 949449
Req. No 157947
Page 1

T O:	S H I P T O:
COASTAL HARDWARE & RENTAL CO., INC.	MAINTENANCE OFFICE
P.O. BOX 1210	18382 HWY. 43
KILN, MS 39556	KILN, MS 39556

Date Ordered	Date Required	Department	Entered by
9/ 8/2020	10/ 8/2020	151 MAINT. OF BUILDING AND GROU	RSW

Quantity:	Item Description	Unit Cost	Extension
33.00	SASH CHAIN #35 100'	.8010EA	26.43
1.00	BAYONET WD BID	14.19EA	14.19
2.00	LIGHT CLOSED S HOOK	1.79EA	3.58
10.00	1X2X8 FURRING STRIP	2.79EA	27.90

Total $72.10

APPROVAL: BOARD OF SUPERVISORS

BY: _____
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:

- THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
- ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
- ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
- ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
- ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE REQUISITION #: 157947

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

PO NUMBER 949449

DEPT Maintenance

DATE 9/4/20

CHARGE _____ ROAD MAINTENANCE

_____ BRIDGE & CULVERT

_____ REVENUE SHARING

_____ OTHER DOT-151-699

DATE NEEDED _____

VENDOR Coastal Hardware

TO THE PURCHASE CLERK: 024
THIS IS YOUR AUTHORITY TO PURCHASE FOR THE ABOVE INDICATED COUNTY DEPARTMENT OR OFFICE THE FOLLOWING EQUIPMENT, HEAVY EQUIPMENT, MECHINERY, SUPPLIES, MATERIALS, OR SERVICES.

QTY	DESCRIPTION COVID-19	UNIT PRICE	TOTAL
33	Sash Chain #35 100ft	.801	26.43
1	Bayonet WD BID		14.19
1	Light Closed S Hook	1.79	3.58
10	1X2X8 furring strip	2.79	27.90
		TOTAL AMOUNT OF PURCHASE REQUISITION:	72.10

APPROVED Vic Johnson
AUTHORIZED DEPARTMENT REPRESENTATIVE

INSTRUCTIONS:
The county department or office requesting the merchandise must issue this requisition for any purchases.
Deliver copies 1, 2 & 3 to the puchase clerk, and file copy 4 in the department making the request.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCIQ01 AUDITFY20 CASH DISBURSEMENTS DATA ENTRY GLWCIQ91/R4

Fund 024 COVID-19 Trans 206891 Amount 8

Claim 50 Claim Date 9 13 2020 Release Date 9 13 2020 Status P N O V D H

Bank 6 Check Date 9 21 2020 Check 84261 Cash Account 000 002

Voided by Reason

Vendor No Payee COASTAL HARDWARE & RENTAL CO., INC. CLEARED 9 30 2020

5536 Addr1 P.O. BOX 1210 Added 20200916 - REBA

Addr2 Chged 00000000 -

City KILN, MS 39556 -

For Investments CD No Maturity Date Rate

Account	Description	Invoice	PO Number	Amount
024151699	SASH CHAIN #35 100'	A20372015	949449	26.43
024151699	BAYONET WD BID	A20372015	949449	14.19
024151699	LIGHT CLOSED S HOOK	A20372015	949449	3.58
024151699	1X2X8 FURRING STRIP	A20372015	949449	27.90
024151699	1 X 2 X 8 FURRING STRIP	A20372861	949520	5.58
024151699	4PK 80G SANDPAPER	A20372861	949520	4.99

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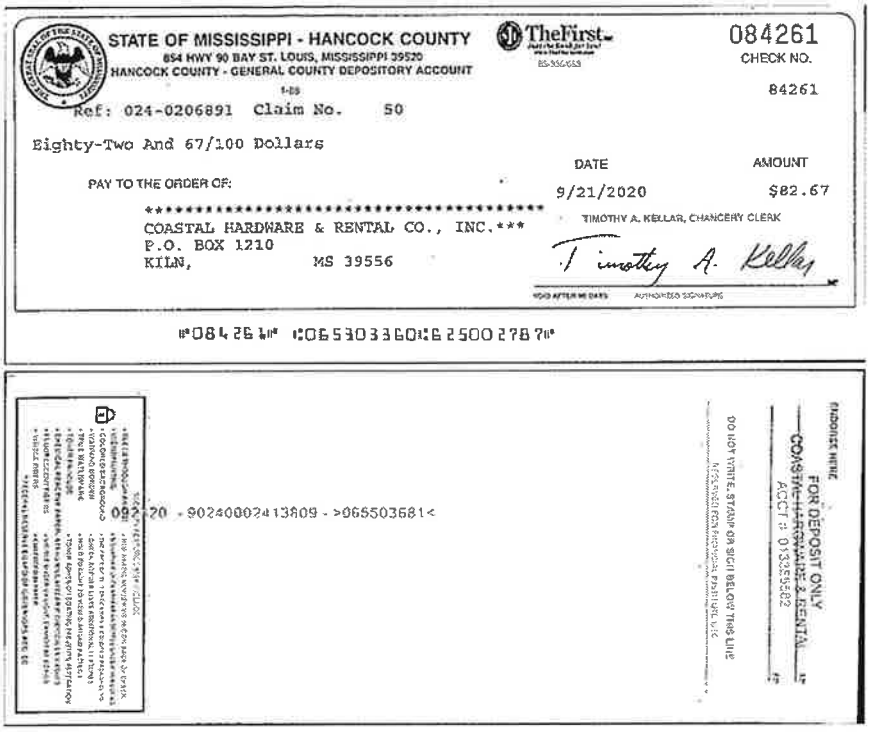
F14-PAPERLINK

F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

8.I.6.a



STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT

TheFirst

084261
CHECK NO.
84261

Ref: 024-0206891 Claim No. 50

Eighty-Two And 67/100 Dollars

PAY TO THE ORDER OF:

DATE 9/21/2020

AMOUNT $82.67

TIMOTHY A. KELLAR, CHANCERY CLERK

Timothy A. Kellar

VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

⑈084261⑈ ⑆065303360⑆8250027877⑈

ENDORSE HERE
FOR DEPOSIT ONLY
COASTAL HARDWARE & RENTAL
ACCT # 013255822

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

092720 - 902400024413809 - >065303681<

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

P U R C H A S E O R D E R

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

PO No : 949501
Req. No 157967
Page 1

T O:	S H I P T O:
CXTEC, INC	SHERIFF'S OFFICE
5404 SOUTH BAY RD	8450 HIGHWAY 90
5404 SOUTH BAY RD	BAY ST. LOUIS, MS 39520
SYRACUSE NY 13212	

Date Ordered	Date Required	Department	Entered by
9/10/2020	10/10/2020	200 SHERIFF'S DEPARTMENT	RSW

Quantity:	Item Description	Unit Cost	Extension
4.00	CISCO UNIFIED IP ENDPOINT 8961 CHAR	165.00EA	660.00
	STD HANDSET		
1.00	FREIGHT	20.74EA	20.74

Total $680.74

APPROVAL: BOARD OF SUPERVISORS

BY: _____
PURCHASE CLERK

NSTRUCTIONS FOR VENDOR:

. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

8.I.6.a

PURCHASE REQUISITION #: 157967

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

PO NUMBER 94950

DEPT SO

DATE 9-10-20

CHARGE ____ ROAD MAINTENANCE

____ BRIDGE & CULVERT

____ REVENUE SHARING

____ OTHER ____

DATE NEEDED ____

VENDOR Cxtec

TO THE PURCHASE CLERK:
THIS IS YOUR AUTHORITY TO PURCHASE FOR THE ABOVE INDICATED COUNTY DEPARTMENT OR OFFICE THE FOLLOWING EQUIPMENT, HEAVY EQUIPMENT, MECHINERY, SUPPLIES, MATERIALS, OR SERVICES.

QTY	DESCRIPTION 024-200-603	UNIT PRICE	TOTAL
4	Cisco Unified IP endpoint 8961 Char STD Handset	165.00	660.00
	Freight		20.74
	TOTAL AMOUNT OF PURCHASE REQUISITION:		680.74

APPROVED Rebecca Russoli
AUTHORIZED DEPARTMENT REPRESENTATIVE

INSTRUCTIONS:
The county department or office requesting the merchandise must issue this requisition for any purchases.
Deliver copies 1, 2 & 3 to the puchase clerk, and file copy 4 in the department making the request.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

cxtec

ATLANTIX · CABLExpress

DIVISIONS OF CXTEC

Quote# 11180918
Expires: 10/10/2020

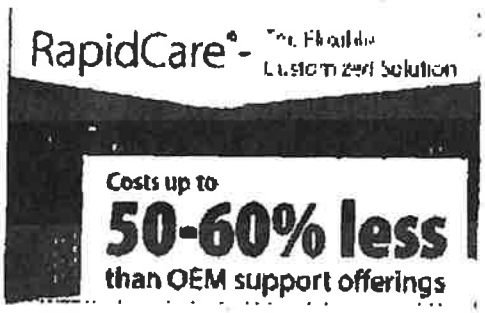
Prepared By: Daniel Geesaman
315-883-3878
daniel.geesaman@cxtec.com

Requested By:	Ship To:	Bill To:
Hancock County I.T. Department Obie McClure Fax:	Obie McClure 8450 Highway 90 Attn: Sheriff's Office Bay Saint Louis, MS 39520 United States	Hancock County Bookkeeping Dept. 854 Highway 90 Suite A Bay Saint Louis, MS 39520 United States

QTY	CX Part No	Description	Unit Price	Ext Price
	276665-EX	equal2new CISCO UNIFIED IP ENDPOINT 8961 CHAR STD HANDSET	$165.00	$660.00
			Subtotal	$660.00
	Payment Terms: 30 Days		Combined Subtotals	$660.00
			Freight	$20.74
			Tax	$0.00
			TOTAL PURCHASE PRICE (Purchase Order Must Be For This Amount)	$680.74

Shipping Information
Priority GROUND
Carrier UPS

Terms Prepaid & Add
FOB Origin/Shipping



Terms & Conditions
Shipping Information: To accommodate your shipping preferences, CXtec will make every effort to bill your freight carrier account directly. Sometimes we are unable to comply with this request due to limitations based on carrier availability, shipment weight, or other circumstances. When this occurs, CXtec will ensure that the product is shipped to you in the most economical way and will inform you of any associated costs subject to additional billing.

Freight charges are prepaid & add, Syracuse, NY.

Warranty Information: equal2new® Products carry a lifetime warranty on parts and labor to the original End User purchaser.

CABLExpress® products carry a limited lifetime warranty on parts and labor to the original End User purchaser.

Equipment and Premise Wiring Product: CXtec warrants that any item will be in compliance with the original manufacturer's warranty from the date of shipment.

CXtec
5404 South Bay Road

Syracuse NY 13212-3601
www.cxtec.com
www.cablexpress.com

North American Offices: 315.476.3000
North American Fax: 315.455.1800
International Offices: 011.315.476.3100
International Fax: 011.315.455.1800

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Alteration, abuse or misuse voids all warranties. Some products may have extended warranties available or may have warranties exceeding the standards listed.

Return Information: All returns must be pre-approved, issued a Return Material Authorization # prior to returning, and shipped prepaid to CXtec. Returnable items may be subject to a restocking fee. Opened products, custom cables, bulk cable, connectors, tools, test equipment, configured products, special orders, discontinued items, and items held more than 30 days are not returnable.

Payment Information: CXtec standard terms are net 30 for customers with approved credit. An account can be established by submitting a completed credit application (available upon request). Instant credit will be extended for companies favorably rated by D&B. All purchase orders must be for the full purchase price plus taxes and freight as applicable. To expedite your order and keep order processing costs down, we request all orders under $50 be billed to your MasterCard, Visa, Discover, American Express or Diners Club.

Billing Information: CXtec utilizes electronic invoicing practices, and will email all invoices to the "Bill To" contact referenced on the customer's purchase order.

Confidentiality Notice: This document, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original document.

All orders subject to Terms and Conditions located at http://www.cxtec.com/cxtecterms.

Exempt from sales tax? If so, please forward a copy of your company's sales tax exemption forms when placing your order, to avoid being charged sales tax.

Customer Signature for Quote 11180818 _____ Date _____ Purchase Order Number _____

The person signing above is authorized to approve this purchase.
All amounts are in US Dollars.
Qual2new prices and product availability are subject to market fluctuations. Prices on new items are subject to manufacturer price variations.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

CXtec
5404 South Bay Road

Syracuse NY 13212-3801
www.cxtec.com
www.cablexpress.com

North American Offices: 315.476.3000
North American Fax: 315.455.1800
International Offices: 011.315.476.3100
International Fax: 011.315.455.1800

GLMCIQ01 AUDITFY20 CASH DISBURSEMENTS DATA ENTRY GLWCI001/P4

Fund 024 COVID-19 Trans 206941 Amount 68

Claim 51 Claim Date 9 16 2020 Release Date 9 16 2020 Status P N O V D H

Bank 6 Check Date 9 21 2020 Check 84267 Cash Account 000 002

Voided by Reason

Vendor No Payee CXTEC, INC CLEARED 9 30 2020

9552 Addr1 5404 SOUTH BAY RD Added 20200916 - REBA

Addr2 5404 SOUTH BAY RD Chged 00000000 -

City SYRACUSE NY 13212 -

For Investments CD No Maturity Date Rate

Account	Description	Invoice	PO Number	Amount
024200603	CISCO UNIFIED IP ENDPOINT 8961	7054919	949501	660.00
024200603	FREIGHT	7054919	949501	20.74

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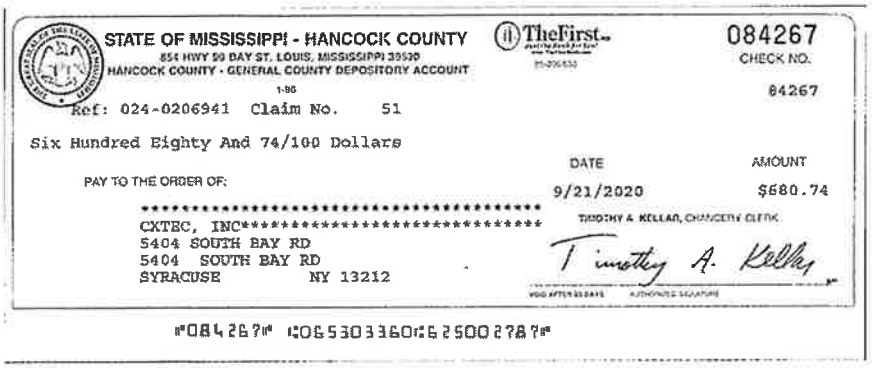
F14-PAPERLINK

F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)



STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT
1-86

TheFirst

084267
CHECK NO.
84267

Ref: 024-0206941 Claim No. 51

Six Hundred Eighty And 74/100 Dollars

PAY TO THE ORDER OF:

DATE 9/21/2020

AMOUNT $680.74

TIMOTHY A. KELLAR, CHANCERY CLERK

CXTEC, INC**********
5404 SOUTH BAY RD
5404 SOUTH BAY RD
SYRACUSE NY 13212

VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

⑈084267⑈ ⑆065303160⑆625002787⑈

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE ORDER

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

PO No : [illegible]

Req. No 15472
Page 1

T O:	S H I P T O:
COASTAL HARDWARE & RENTAL CO., INC. P.O. BOX 1210 KILN, MS 39556	HANCOCK COUNTY ANIMAL SHELTER 7175 TEXAS FLAT ROAD KILN, MS 39556

Date Ordered	Date Required	Department	Entered
5/28/2020	6/28/2020	411 ANIMAL CONTROL	RSW

Quantity:	Item Description	Unit Cost	Extension
8.00	JACK CHAIN #16 250FT	.4380EA	3.
1.00	1/8 X 1/8 WHT ALUM RIVET	7.29EA	7.
2.00	1" ZN HEAVY OPEN S HOOK PKG	2.29EA	4.
3.00	11G0762A ACRYL GLAZE 28 X 30	21.99EA	65.
2.00	1 X 4 X 10 SPRUCE	6.89EA	13.
1.00	ANOD AL ANGLEL/ 16 X 3 / 4 X 8	11.19EA	11.
4.00	11G0762A ACRYL GLAZE 28 X 30	21.99EA	87.
2.00	ALUM ANGLE 1/16 X 1/2 X 96"	7.95EA	15.
		Total	$210

APPROVAL: BOARD OF SUPERVISORS

BY: Robin Benoit
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:
1. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
2. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
3. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
4. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
5. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE REQUISITION #: 154729

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

PO NUMBER 948207

DEPT Animal Shelter

DATE 5/28/20

CHARGE _____ ROAD MAINTENANCE

_____ BRIDGE & CULVERT

_____ REVENUE SHARING

_____ OTHER 001-411-6411

DATE NEEDED _____

VENDOR Coastal Hardware

TO THE PURCHASE CLERK:
THIS IS YOUR AUTHORITY TO PURCHASE FOR THE ABOVE INDICATED COUNTY DEPARTMENT OR OFFICE THE FOLLOWING EQUIPMENT, HEAVY EQUIPMENT, MECHINERY, SUPPLIES, MATERIALS, OR SERVICES.

QTY	DESCRIPTION	UNIT PRICE	TOT
8	Jack chain #16 250 ft.	$0.438	$ 3.50
1	1/8 x 1/8 Wht. Alum. Rivet	$ 7.29	$ 7.29
1	1" ZN Heavy Open S Hook PKG.	$ 2.29	$ 2.29
1	1" ZN Heavy Open S Hook PKG.	$ 2.29	$ 2.29
3	1160762A Acryl Glaze 28x30	$ 21.99	$65.97
2	1 x4x10 spruce	$6.89	$13.78
1	ANOD AL ANGLE 1/16 x 3/4 x 8	$ 11.19	$ 11.19
4	1160762A Acryl glaze 28x30	$21.99	$87.9
2	Alum Angle 1/16 x 1/2 x 96"	$7.95	$15.9

TOTAL AMOUNT OF PURCHASE REQUISITION: $210.1

APPROVED Clarence S. Wyman
AUTHORIZED DEPARTMENT REPRESENTATIVE

INSTRUCTIONS:
The county department or office requesting the merchandise must iss this requisition for any purchases.
Deliver copies 1, 2 & 3 to the puchase clerk, and file copy 4 in th department making the request.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

RECEIVING REPORT

157607

HANCOCK COUNTY
BAY ST LOUIS, MS 39520

VENDOR COASTAL HARDWARE

DATE RECEIVED 8/13/2020

(BY PURCHASE CLERK)

154729

PURCHASE ORDER 948207

SHIPPED FROM

VIA

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
8	JACK CHAIN 250 FT	$0.44	$3.50
1	1/8 X 1/8 ALUM RIVET	$7.29	$7.29
1 PACKAGE	1" S HOOK	$2.29	$2.29
1 PACKAGE	1" S HOOK	$2.29	$2.29
3	ACRYL GLAZE 28X30	$21.99	$65.97
2	1X4X10 SPRUCE	$6.89	$13.78
1	ANOD AL ANGLE	$11.19	$11.19
4	28X30 ACRYL GLAZE	$21.99	$87.96
2	ALUM ANGLE	$7.95	$15.90
	TOTAL AMOUNT OF PURCHASE RECEIVED:		$210.17

RECEIVED BY Sandra Hoda

VERIFIED BY

PURCHASE CLERK

INSTRUCTIONS A receiving report shall be prepared in triplicate and shall be delivered to the purchase clerk no later than noon on the third regular business day after receipt of the merchandise.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

*** INVOICE *** Page 1

COASTAL HARDWARE & RENTAL
16320 HWY 603
KILN,MS 39556
228-586-1379

Bill To:
Customer # 902
FINANCE BOOKEEPING DEPT
HANCOCK COUNTY
854 HIGHWAY 90 SUITE A
BAY ST LOUIS, MS 39520

948207

Date: 05/29/2020 Time: 11:40:40 AM - Transaction#: A20360553
Associate: GEORGE - PO: ~~948221~~ - Due Date: 05/29/2020

Qty	Description ProductCode	Unit Note	Price	Tax	Extended
8.00	JACK CHAIN #16 250 FT. 020418064920	FOOT SKU# 704875	$0.438	N	$3.50
1.00	1/8X1/8 WHT ALUM RIVET 009326316260	CARD SKU# 381810	$7.29	N	$7.29
1.00	1" ZN HEAVY OPEN S HOOK 038613121577	PKG SKU# 224297	$2.29	N	$2.29
1.00	1" ZN HEAVY OPEN S HOOK 038613121577	PKG SKU# 224297	$2.29	N	$2.29
3.00	11G0762A ACRYL GLAZE28X30 074507622270	EACH SKU# 267730	$21.99	N	$65.97
2.00	1X4X10 SPRUCE 1x4x10 SPRUCE	EACH SKU# 1X4X10	$6.89	N	$13.78
1.00	ANOD AL ANGLE1/16X3/4X8' 038613258297	EACH SKU# 3091394	$11.19	N	$11.19

ENTERED
AUG 17 2020
ACCOUNTS PAYABLE

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

*** INVOICE *** Page 2

COASTAL HARDWARE & RENTAL
16320 HWY 603
KILN,MS 39556
228-586-1379

Bill To:
Customer # 902
FINANCE BOOKEEPING DEPT
HANCOCK COUNTY
854 HIGHWAY 90 SUITE A
BAY ST LOUIS, MS 39520

Date: 05/29/2020 Time: 11:40:40 AM - Transaction#: A20360553
Associate: GEORGE - PO: 948221 - Due Date: 05/29/2020

Qty	Description ProductCode	Unit Note	Price	Tax	Extended

Subtotal: $106.31

TAX EXEMPT
TOTAL: $106.31
INVOICE: $106.31

CHANGE: $0.00

(X)_____
Authorized Signature

Notes:
ANIMAL SHELTER
COVID-19

OPEN MON-FRI 8AM-6PM SAT 8AM-5PM
THANKS FOR SHOPPING WITH US
HAVE A NICE DAY

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

*** INVOICE *** Page 1

COASTAL HARDWARE & RENTAL
16320 HWY 603
KILN,MS 39556
228-586-1379

Bill To:
Customer # 902
FINANCE BOOKEEPING DEPT
HANCOCK COUNTY
854 HIGHWAY 90 SUITE A
BAY ST LOUIS, MS 39520

Date: 05/29/2020 Time: 11:39:45 AM - Transaction#: B20336580
Associate: GEORGE - PO: 948221 - Due Date: 05/29/2020

Qty	Description ProductCode	Unit Note	Price	Tax	Extended
4.00	11G0762A ACRYL GLAZE28X30 074507622270	EACH SKU# 267730	$21.99	N	$87.96
2.00	ALUM ANGLE 1/16X1/2X96IN 040395564442 038613258266	EACH SKU# 766031	$7.95	N	$15.90

Subtotal: $103.86

TAX EXEMPT
TOTAL: $103.86
INVOICE: $103.86

CHANGE: $0.00

ENTERED
AUG 17 2020
ACCOUNTS PAYABLE

(X) _____
WILLIAM MORGAN

Notes:
COVID19

OPEN MON-FRI 8AM-6PM SAT 8AM-5PM
THANKS FOR SHOPPING WITH US
HAVE A NICE DAY

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCLM01 ACCTCY CASH DISBURSEMENTS DATA ENTRY GLWCLM07/R4

Fund 024 COVID-19 Trans 206324 Amount 210

Claim 42 Claim Date 8 17 2020 Release Date 8 17 2020 Status P Source PO

Bank 6 Check Date 9 8 2020 Check 83741 Ep Cash Acct 000 00?

Voided Reason

Vendor No 5536 Payee COASTAL HARDWARE & RENTAL CO., INC.

OUTSTND Addr1 P.O. BOX 1210 Add 20200818 REBA

Addr2 Chg 00000000

Page No 1 City KILN, MS 39556 1099 Form M Type 1

For Investments CD No Maturity Date Rate

Account	Description	Invoice	InvoiceDate	Amount
024411643	11G0762A ACRYL GLAZE 28 X 30	B20336580	5 29 2020	87.96
024411643	ALUM ANGLE 1/16 X 1/2 X 96"	B20336580	5 29 2020	15.90
024411643	JACK CHAIN #16 250FT	A20360553	5 29 2020	3.50
024411643	1/8 X 1/8 WHT ALUM RIVET	A20360553	5 29 2020	7.29
024411643	1" ZN HEAVY OPEN S HOOK PKG	A20360553	5 29 2020	4.58
024411643	11G0762A ACRYL GLAZE 28 X 30	A20360553	5 29 2020	65.97
024411643	1 X 4 X 10 SPRUCE	A20360553	5 29 2020	13.78
024411643	ANOD AL ANGLEL/ 16 X 3 / 4 X 8	A20360553	5 29 2020	11.19

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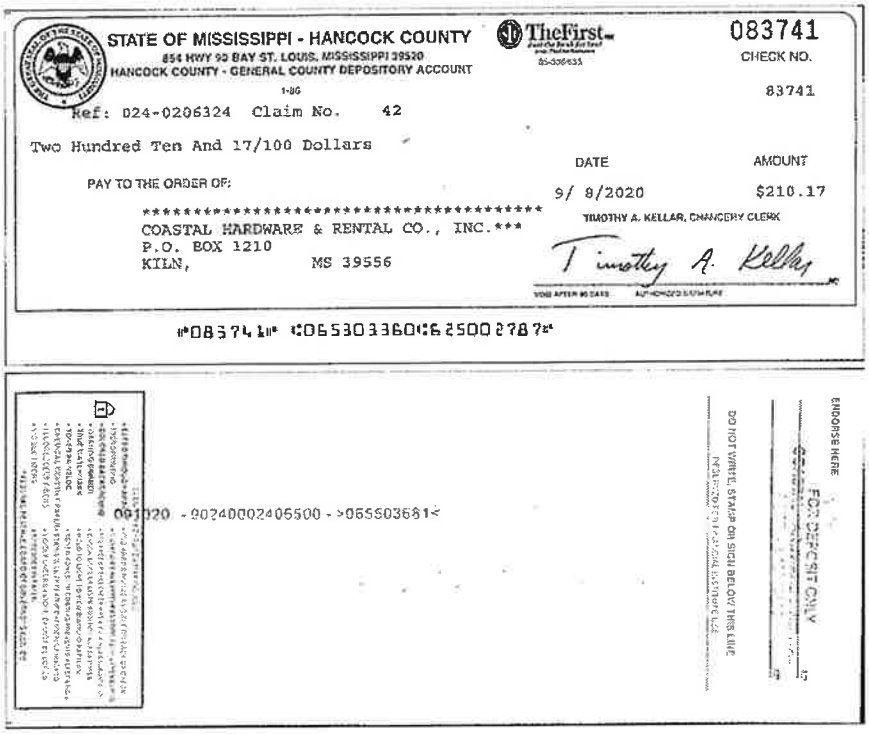
F13-MODE F14-PAPERLINK

F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

8.I.6.a



STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT
1-86

TheFirst
65-336633

083741
CHECK NO.
83741

Ref: 024-0206324 Claim No. 42

Two Hundred Ten And 17/100 Dollars

DATE 9/ 9/2020

AMOUNT $210.17

PAY TO THE ORDER OF:

****
COASTAL HARDWARE & RENTAL CO., INC.***
P.O. BOX 1210
KILN, MS 39556

TIMOTHY A. KELLAR, CHANCERY CLERK

Timothy A. Kellar

VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

⑈083741⑈ ⑆065303360⑆625002787⑈

091020 - 902400240650O - >065503681<

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

FOR DEPOSIT ONLY

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE ORDER

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

PO No : 949508

Req. No 15785
Page 1

T O:	S H I P T O:
COASTAL HARDWARE & RENTAL CO., INC.	MAINTENANCE OFFICE
P.O. BOX 1210	18382 HWY. 43
KILN, MS 39556	KILN, MS 39556

Date Ordered	Date Required	Department	Entered
8/24/2020	9/24/2020	300 ROAD MAINT FUND	RSW

Quantity:	Item Description	Unit Cost	Extension
4.00	SCREWS	.59EA	2.
2.00	BOLTS	.40EA	.
2.00	BOLTS	.35EA	.
1.00	HSS AIRCRAFT BIT	10.49EA	10.

Total $14.

APPROVAL: BOARD OF SUPERVISORS

BY: _____
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:
1. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
2. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
3. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
4. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
5. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE REQUISITION #: 157858

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

PO NUMBER 949308

DEPT Maintenance

DATE 8/24

CHARGE _____ ROAD MAINTENANCE

_____ BRIDGE & CULVERT

_____ REVENUE SHARING

_____ OTHER _____

DATE NEEDED

VENDOR Coastal Hard

TO THE PURCHASE CLERK:
THIS IS YOUR AUTHORITY TO PURCHASE FOR THE ABOVE INDICATED COUNTY DEPARTMENT OR OFFICE THE FOLLOWING EQUIPMENT, HEAVY EQUIPMENT, MECHINERY, SUPPLIES, MATERIALS, OR SERVICES.

QTY	DESCRIPTION COVID-19	UNIT PRICE	TOT
4	screws	.59	2.3
2	bolts	.40	.8
2	bolts	.35	.7
1	HSS Aircraft bit		10.

TOTAL AMOUNT OF PURCHASE REQUISITION: 14.3

APPROVED Vic Dawkins
AUTHORIZED DEPARTMENT REPRESENTATIVE

INSTRUCTIONS:
The county department or office requesting the merchandise must iss this requisition for any purchases.
Deliver copies 1, 2 & 3 to the puchase clerk, and file copy 4 in th department making the request.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

RECEIVING REPORT

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

VENDOR Coastal Hardware

DATE RECEIVED 8/25
(BY PURCHASE CLERK)
REQUISITION # 1578
PURCHASE ORDER 9493

SHIPPED FROM _____ VIA _____

QTY	DESCRIPTION	UNIT PRICE	TOT
4	Screws	.59	2.36
2	Bolts	.40	.80
2	Bolts	.35	.70
1	1HHS Aircraft bit		10.4

TOTAL AMOUNT OF PURCHASE RECEIVED: 14.2

RECEIVED BY [signature]

VERIFIED BY

PURCHASE CLERK

INSTRUCTIONS: A receiving report shall be prepared in triplicate and sl
be delivered to the purchase clerk no later than noon on
third regular business day after receipt of the merchand

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

*** INVOICE *** Page 1

COASTAL HARDWARE & RENTAL
16320 HWY 603
KILN,MS 39556
228-586-1379

Bill To:
Customer # 902
FINANCE BOOKEEPING DEPT
HANCOCK COUNTY
854 HIGHWAY 90 SUITE A
BAY ST LOUIS, MS 39520

Date: 08/25/2020 Time: 10:02:32 AM - Transaction#: B20343712
Associate: GEORGE - PO: 949308 - Due Date: 08/25/2020

Qty	Description / ProductCode	Unit / Note	Price	Tax	Extended
4.00	SCREWS SCREWS	EACH SKU# SCREWS	$0.59	N	$2.36
2.00	BOLTS BOLTS	EACH SKU# BOLTS	$0.40	N	$0.80
2.00	BOLTS BOLTS	EACH SKU# BOLTS	$0.35	N	$0.70
1.00	62112 HSS AIRCRAFT BIT 3/ CARD 042526621123 045242167531	SKU# 360805	$10.49	N	$10.49

Subtotal: $14.35

TAX EXEMPT
TOTAL: $14.35
INVOICE: $14.35

CHANGE: $0.00

ENTERED
AUG 28 2020
ACCOUNTS PAYABLE

(X)_____
TYLER LARSEN

OPEN MON-FRI 8AM-6PM SAT 8AM-5PM
THANKS FOR SHOPPING WITH US
HAVE A NICE DAY

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

P U R C H A S E
HANCOCK COUNTY BOARD OF SUPERVISORS
854 HIGHWAY 90, SUITE A
BAY ST. LOUIS, MS 39520

PO No : [illegible]

Req. No 157856
Page 1

T O:
COASTAL HARDWARE & RENTAL CO., INC.
P.O. BOX 1210
KILN, MS 39556

S H I P T O:
MAINTENANCE OFFICE
18382 HWY. 43
KILN, MS 39556

Date Ordered	Date Required	Department	Entered
8/24/2020	9/24/2020	151 MAINT. OF BUILDING AND GROU	RSW

Quantity:	Item Description	Unit Cost	Extension
1.00	ALUM ANGLE 1/8 X 3/4 X 96	21.99EA	21.
1.00	1/8 X 1/8 WHT ALUM RIVET	7.29EA	7.
		Total	$2[illegible]8

APPROVAL: BOARD OF SUPERVISORS

BY: [signature]
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:
1. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
2. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
3. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
4. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
5. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE REQUISITION #: 157856

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

PO NUMBER 9493IN

DEPT Maintenance

DATE 8/24/2

CHARGE _____ ROAD MAINTENANCE

_____ BRIDGE & CULVERT

_____ REVENUE SHARING

_____ OTHER 001-151-699 024

DATE NEEDED _____

VENDOR Coastal Hardwa

TO THE PURCHASE CLERK:
THIS IS YOUR AUTHORITY TO PURCHASE FOR THE ABOVE INDICATED COUNTY DEPARTMENT OR OFFICE THE FOLLOWING EQUIPMENT, HEAVY EQUIPMENT, MECHINERY, SUPPLIES, MATERIALS, OR SERVICES.

QTY	DESCRIPTION Covid-19	UNIT PRICE	TOT
1	Alum Angle 1/8x3/4x96		21.99
1	1/8 x 1/8 wht Alum Rivet		7.29

TOTAL AMOUNT OF PURCHASE REQUISITION: _____

APPROVED Vic Jackson
AUTHORIZED DEPARTMENT REPRESENTATIVE

INSTRUCTIONS:
The county department or office requesting the merchandise must iss
this requisition for any purchases.
Deliver copies 1, 2 & 3 to the puchase clerk, and file copy 4 in th
department making the request.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

RECEIVING REPORT

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

VENDOR Coastal Hardware

DATE RECEIVED 8/25

(BY PURCHASE CLERK)

REQUISITION # 15785

PURCHASE ORDER 9493

SHIPPED FROM _____ VIA _____

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	Alum Angle 1/8X3/4X96		21.9
1	1/8X1/8 Wht Alum rivet		7.29

TOTAL AMOUNT OF PURCHASE RECEIVED: 29.29

RECEIVED BY Tonya Dillon

VERIFIED BY

PURCHASE CLERK

INSTRUCTIONS: A receiving report shall be prepared in triplicate and sh[illegible] be delivered to the purchase clerk no later than noon on [illegible] third regular business day after receipt of the merchand[illegible].

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

*** INVOICE *** Page 1

COASTAL HARDWARE & RENTAL
16320 HWY 603
KILN,MS 39556
228-586-1379

Bill To:
Customer # 902
FINANCE BOOKEEPING DEPT
HANCOCK COUNTY
854 HIGHWAY 90 SUITE A
BAY ST LOUIS, MS 39520

Date: 08/25/2020 Time: 10:04:13 AM - Transaction#: B20343715
Associate: GEORGE - PO: 949310 - Due Date: 08/25/2020

Qty	Description / ProductCode	Unit / Note	Price	Tax	Extended
1.00	ALUM ANGLE 1/8X3/4X96 040395564084	EACH SKU# 766068	$21.99	N	$21.99
1.00	1/8X1/8 WHT ALUM RIVET 009326316260	CARD SKU# 381810	$7.29	N	$7.29

Subtotal: $29.28

TAX EXEMPT
TOTAL: $29.28
INVOICE: $29.28

CHANGE: $0.00

(X)_____
PAT LADNER

Notes:
COVID 19

ENTERED
AUG 28 2020
ACCOUNTS PAYABLE

OPEN MON-FRI 8AM-6PM SAT 8AM-5PM
THANKS FOR SHOPPING WITH US
HAVE A NICE DAY

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCLM01 ACCTCY CASH DISBURSEMENTS DATA ENTRY GLWCL

Fund 024 COVID-19 Trans 206703 Amount 43.63
Claim 47 Claim Date 8 28 2020 Release Date 8 28 2020 Status P Source PO
Bank 6 Check Date 9 8 2020 Check 83749 Ep Cash Acct 000 00
Voided Reason
Vendor No 5536 Payee COASTAL HARDWARE & RENTAL CO., INC.
OUTSTND Addr1 P.O. BOX 1210 Add 20200901 REBA
Addr2 Chg 00000000
Page No 1 City KILN, MS 39556 1099 Form M Type 1
For Investments CD No Maturity Date Rate

Account	Description	Invoice	InvoiceDate	Amount
024151699	SCREWS	B20343712	8 25 2020	2.36
024151699	BOLTS	B20343712	8 25 2020	.80
024151699	BOLTS	B20343712	8 25 2020	.70
024151699	HSS AIRCRAFT BIT	B20343712	8 25 2020	10.49
024151699	ALUM ANGLE 1/8 X 3/4 X 96	B20343715	8 25 2020	21.99
024151699	1/8 X 1/8 WHT ALUM RIVET	B20343715	8 25 2020	7.29

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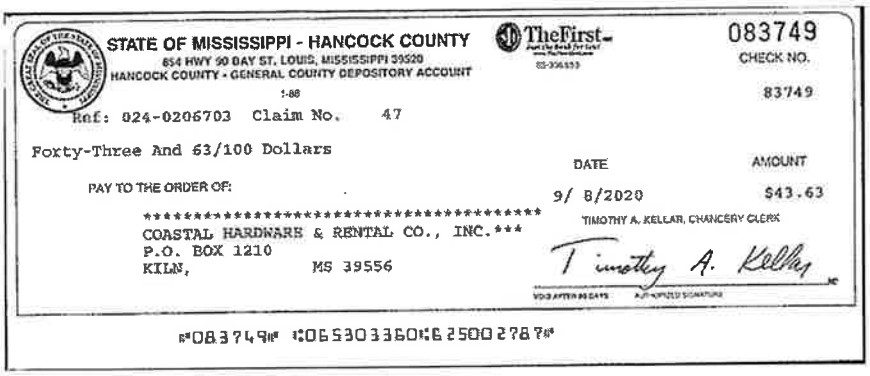
F13-MODE F14-PAPERLINK
F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

8.I.6.a



STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT

TheFirst

083749
CHECK NO.
83749

Ref: 924-0206703 Claim No. 47

Forty-Three And 63/100 Dollars

PAY TO THE ORDER OF:

DATE 9/ 8/2020

AMOUNT $43.63

****
COASTAL HARDWARE & RENTAL CO., INC.***
P.O. BOX 1210
KILN, MS 39556

TIMOTHY A. KELLAR, CHANCERY CLERK

Timothy A. Kellar

VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

⑈083749⑈ ⑆065303360⑆62500278⑦

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

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

PO No :

Req. No 15427
Page 1

T O:	S H I P T O:
CXTEC, INC 5404 SOUTH BAY RD 5404 SOUTH BAY RD SYRACUSE NY 13212	I.T. DEPARTMENT 854 HIGHWAY 90 SUITE A BAY ST. LOUIS, MS 39520

Date Ordered	Date Required	Department	Entered
8/ 5/2020	9/ 5/2020	125 I.T. DEPARTMENT	OBIE

Quantity:	Item Description	Unit Cost	Extension
10.00	NIB 1080P USB.2.0 WEBCAM	88.00EA	880
1.00	FREIGHT	21.49EA	21
		Total	$901

APPROVAL: BOARD OF SUPERVISORS

BY: Debra McClure
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:
1. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
2. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
3. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
4. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
5. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE REQUISITION #: 154274

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

PO NUMBER 949061

DEPT IT

DATE 05/08/2

CHARGE ____ ROAD MAINTENANCE

DATE NEEDED ____

____ BRIDGE & CULVERT

VENDOR CxTec

____ REVENUE SHARING

✓ OTHER 024-125-603

TO THE PURCHASE CLERK:
THIS IS YOUR AUTHORITY TO PURCHASE FOR THE ABOVE INDICATED COUNTY DEPARTMENT OR OFFICE THE FOLLOWING EQUIPMENT, HEAVY EQUIPMENT, MECHINERY, SUPPLIES, MATERIALS, OR SERVICES.

QTY	DESCRIPTION	UNIT PRICE	TOT
10	NIB 1080P USB 2.0 Webcam	88.00	880.0
1	Freight	21.49	21.49

TOTAL AMOUNT OF PURCHASE REQUISITION: 901.4

APPROVED

AUTHORIZED DEPARTMENT REPRESENTATIVE

INSTRUCTIONS:
The county department or office requesting the merchandise must issu
this requisition for any purchases.
Deliver copies 1, 2 & 3 to the puchase clerk, and file copy 4 in th
department making the request.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

RECEIVING REPORT

157604

HANCOCK COUNTY
BAY ST LOUIS, MS 39520

VENDOR CXTEC

DATE RECEIVED 8/13/2020

(BY PURCHASE CLERK)

154274

PURCHASE ORDER 949061

SHIPPED FROM

VIA

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
10	NIB USB WEBCAM	$88.00	$880.00
	SHIPPING	$21.49	$21.49
	TOTAL AMOUNT OF PURCHASE RECEIVED:		$901.49

RECEIVED BY Sandra Hoda

VERIFIED BY

PURCHASE CLERK

INSTRUCTIONS A receiving report shall be prepared in triplicate and shall be delivered to the purchase clerk no later than noon on the third regular business day after receipt of the merchandise.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

cxtec

ATLANTIX Global | CABLExpress

DIVISIONS OF CXTEC

Phone: 315-476-3000
Fax: 315-455-1800

Remit To:
CXtec
PO Box 5211 - Dept 116003
BINGHAMTON, NY US 13902-5211

Ship To:
Hancock County I.T. Department
854 Highway 90
Suite A
Bay Saint Louis, MS US 39520

INVOICE

NUMBER 7048127	
DATE 05-Aug-2020	PAGE 1 of 1
PURCHASE ORDER NUMBER 949061	
ORDER NUMBER 1200517	
CUSTOMER NBR 331083	SITE ID 1391277

Bill To:
Hancock County Bookkeeping Dept.
Hancock County I.T. Department
854 Highway 90
Suite A
Bay Saint Louis, MS US 39520

DOMESTIC WIRE TRANSFER	INTERNATIONAL WIRE TRANSFER	OVERNIGHT ADDRESS	BANK ADDRESS
Bank Name: JPMorgan Chase Acct. Name: CXtec Inc Acct. Number: 708188792 Routing #: 021-000-021	Bank Name: JPMorgan Chase Acct. Name: CXtec Inc Acct. Number: 708188792 Routing #: 021-000-021 Swift Code: CHASUS33	Cxtec Inc. 5404 South Bay Road Syracuse, NY 13212	JPMorgan Chase 500 Plum Street 7th Floor Syracuse, NY 13204

TERMS	DUE DATE	SALESPERSON	CUSTOMER CONTACT	
Net 30 Days	04-Sep-2020	Daniel Geesaman	Bans, Jason	
SHIP DATE	FOB	FREIGHT TERMS	SHIP VIA	WAYBILL NUMBER
05-Aug-2020	ORIGIN	Prepaid & Add	UPS	0

LINE NO	ITEM NUMBER	DESCRIPTION	QTY ORDERED	QTY SHIPPED	UNIT PRICE	EXTENSION
1	VS15	NIB 1080p USB 2.0 WEBCAM -BLACK	10	10	88.00	880.0
2	FREIGHT	SHIPPING/HANDLING CHARGE - TOTAL FOR ORDER	1	1	21.49	21.4

UPS- 1Z1168510300267314

SUBTOTAL	901.4
TAX	0.0
INVOICE TOTAL	901.4

ENTERED
AUG 17 2020
ACCOUNTS PAYABLE

A FINANCE CHARGE of 1.5% per month will be added to past due invoices. All prices are in US Dollars.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCLM01 ACCTCY CASH DISBURSEMENTS DATA ENTRY GLWCL

Fund 024 COVID-19 Trans 206369 Amount 901.49

Claim 45 Claim Date 8 17 2020 Release Date 8 17 2020 Status P Source PO

Bank 6 Check Date 9 8 2020 Check 83774 Ep Cash Acct 000 0(

Voided Reason

Vendor No 9552 Payee CXTEC, INC

OUTSTND Addr1 5404 SOUTH BAY RD Add 20200818 REBA

Addr2 5404 SOUTH BAY RD Chg 00000000

Page No 1 City SYRACUSE NY 13212 1099 Form M Type 1

For Investments CD No Maturity Date Rate

Account	Description	Invoice	InvoiceDate	Amount
024125603	NIB 1080P USB.2.0 WEBCAM	7048127	8 5 2020	880.00
024125603	FREIGHT	7048127	8 5 2020	21.49

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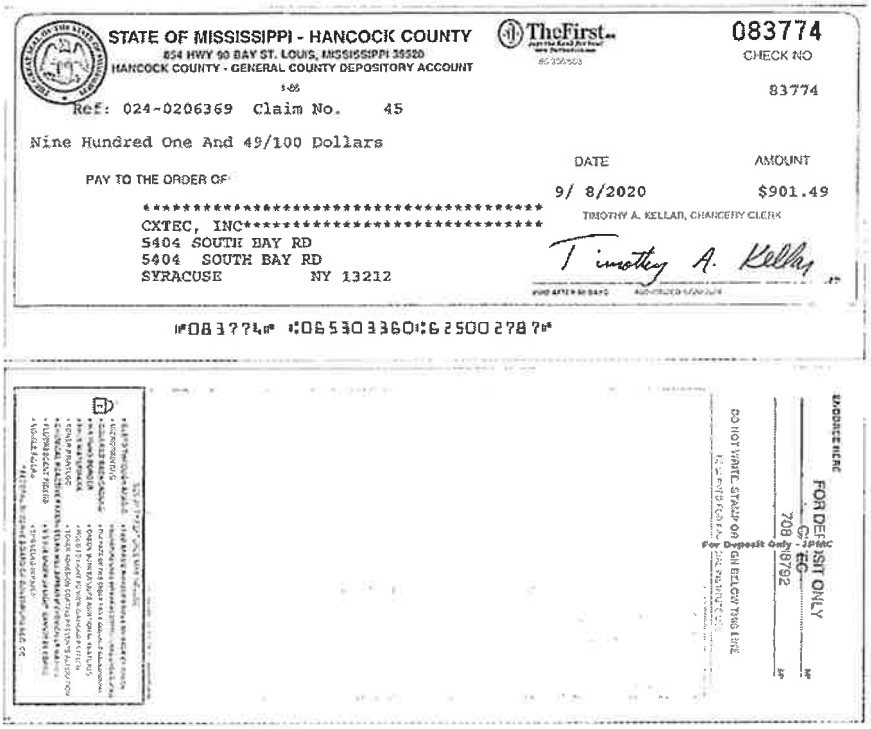
F13-MODE F14-PAPERLINK

F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

8.I.6.a



STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT

TheFirst

083774
CHECK NO

83774

Ref: 024-0206369 Claim No. 45

Nine Hundred One And 49/100 Dollars

PAY TO THE ORDER OF

DATE 9/ 8/2020

AMOUNT $901.49

TIMOTHY A. KELLAR, CHANCERY CLERK

****
CXTEC, INC**********
5404 SOUTH BAY RD
5404 SOUTH BAY RD
SYRACUSE NY 13212

Timothy A. Kellar

⑈083774⑈ ⑆065303360⑆62500278 7⑈

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
Reserved for Financial Institution Use Only

ENDORSE HERE
FOR DEPOSIT ONLY
CXTEC
708 18792

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

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

PO No : [redacted]

Req. No 157375
Page 1

T O:	S H I P T O:
LOWE'S CREDIT SERVICES P.O. BOX 530954 ATLANTA GA 30353 0954	DETENTION FACILITY 8450 HIGHWAY 90 BAY ST LOUIS, MS 39520

Date Ordered	Date Required	Department	Entered
7/21/2020	8/21/2020	220 IMPRISONMENT EXPENSES	RSW

Quantity:	Item Description	Unit Cost	Extension
6.00	1GAL TANK SPRAYER	9.98EA	59.

Total $59

APPROVAL: BOARD OF SUPERVISORS

BY: _____
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:
1. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
2. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
3. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
4. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
5. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

07/21/2020 TUE 13:50 FAX

PURCHASE REQUISITION #: 157375

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

PO NUMBER 94886

DEPT JAIL

DATE 7-21-2

CHARGE ____ ROAD MAINTENANCE

DATE NEEDED ____

____ BRIDGE & CULVERT

VENDOR Lowes

____ REVENUE SHARING

____ OTHER ____

TO THE PURCHASE CLERK:
THIS IS YOUR AUTHORITY TO PURCHASE FOR THE ABOVE INDICATED COUNTY DEPARTMENT OR OFFICE THE FOLLOWING EQUIPMENT, HEAVY EQUIPMENT, MECHINERY, SUPPLIES, MATERIALS, OR SERVICES.

QTY	DESCRIPTION 024-220-645	UNIT PRICE	TOT
6	1-gal tank Sprayer	9.98	59.88

8.I.6.a

OMZR130A

LOWE'S HOME CENTERS, LLC
WVM 2350

PAGE: 1

QUOTE 6

PROJECT ESTIMATE

CONTACT: DIVISION, NARCOTICS
CUST #: 113378653

SALESPERSON: KING, DEBBIE
SALES #: 120619

PROJECT NUMBER: 636655763

DATE ESTIMATED: 07/16/20

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
6	58855	1-GAL TANK SPRAYER	27151	59.88

TOTAL FOR ITEMS	59.88
FREIGHT CHARGES	0.00
DELIVERY CHARGES	0.00
TAX AMOUNT	4.19
TOTAL ESTIMATE	64.07

This Quote is valid until 08/15/20.

MANAGER SIGNATURE _____ DATE _____

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.
THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS COMM... THIS
ESTIMATE ARE SUBJECT TO AVAILABILITY FROM ... LIER.
QUANTITY, EXTENSION, OR ADDIT... EDIT
TERMS SUBJECT TO APPROVAL BY ...

LOWES IS A SUPPLIER OF MATERIA... E PRACTICE
OF ENGINEERING, ARCHITECTURE, ...T ASSUME
ANY RESPONSIBILITY FOR DESIGN, ...
SELECTION OR CHOICE OF MATERIAL ... TERIALS;
QUANTITIES OR SIZING OF MATERIA...
OR FOR COMPLIANCE WITH ANY BUIL...

COVID

Fax's
2467-2342

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

LOWE'S

Daphne Lowe's >
Open till 9PM!

Shop Ideas Savings Services Order Status Lowe's Credit Cards Weel d

utdoors / Outdoor Tools & Equipment / Spreaders & Sprayers / Garden Sprayers

6 X $9.98

539

View Q&A

Chapin 1-Gallon Plastic Tank Sp e

Item #58855 Model #16100

- 1-Gallon poly tank
- In-tank filter helps prevent dirt and ri from interfering with the applicatior
- Ergonomic pump handle helps pre t hand fatigue

1 +

Qty

Add to Cart

Free Store Pickup
117 Available at
Daphne Lowe's
Aisle 38-39 | Bay C01

Delivery
Available

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

7-16-20 Debbie
463-8816

Hancock County Sheriff's Office
8450 U.S. Highway 90
Bay St. Louis, MS 39520

RECEIVING REPORT

Receiving Report Number: 157351

Division Information	
Division: JAIL	Person Responsible: ANDREW JOHNSON
Account: 024-220-645	
Date RECEIVED: 7/28/2020	
Requisition #: 157375	Purchase Order #: 948863

Vendor
Company Name: LOWES
Name:
Address:
City, State, Zip

Item	Quantity	Description	Unit Price	Amount
	6	1 gallon tank sprayer	$9.48	$56.88
			Total	$56.8

Notes:
PER JIMBO

VERIFIED BY:

Purchase Clerk

RECEIVED BY:

Authorized Department Representative

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

LOWE'S®
Home Improvement Warehouse

Copy

NO. AVAILAB

DELIVERY DATE:___/___/___ TIME_____ A.M. P.M. DRIVER:_____

Customer Name: NARCOTICS DIVISION
Phone #: (228) 466-6917 LAR:XXX8441 PO-948863
Invoice #: 71896 **Date:** 07/28/2020

Salesman #: 120619 DEBBIE KING
HANCOCK CO
WAVELAND, MS 39576
Delivery Instructions:

2350 LOWE'S HOME CENTERS, LLC
DELIVERY ADDRESS:

ALT PHN: (228) 466-6917

INITIAL	ITEM #	ITEM DESCRIPTION	MODEL	QTY	UNIT	UNIT PRI
	58855	1-GAL TANK SPRAYER	27151	6	EA	9.48

2350 07/22/2020 ORIG IVO: 71896
PRINT ID: S2350DK1 FULL PRINTING
**********8441 LAR

56.88	0.00	56.88
INVOICE TOTAL	DELIVERY CHARGE	MERCHANDISE TO

ENTERED
AUG 05 2020
ACCOUNTS PAYABLE

Please check the merchandise to ensure all items are received. Lowe's is not responsible for Pick-up shortages after you leave Lowe's warehouse. Your signature acknowledges the completion of all initialed and checked applicable tasks above, as well as signifies receipt of all Delivered merchandise/items listed above. Your not signing acknowledgement of receipt, however, does not mean that such merchandise was not delivered.

RECEIVED AND ACKNOWLEDGED BY: _____

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCLM01 ACCTCY CASH DISBURSEMENTS DATA ENTRY GLWCL

Fund 024 COVID-19 Trans 206088 Amount 56.88
Claim 41 Claim Date 8 5 2020 Release Date 8 5 2020 Status P Source PO
Bank 6 Check Date 9 8 2020 Check 83988 Ep Cash Acct 000 0(
Voided Reason
Vendor No 5294 Payee LOWE'S CREDIT SERVICES
OUTSTND Addr1 P.O. BOX 530954 Add 20200805 REBA
Addr2 Chg 00000000
Page No 1 City ATLANTA GA 30353 0954 1099 Form M Type 1
For Investments CD No Maturity Date Rate

Account	Description	Invoice	InvoiceDate	Amount
024220645	1GAL TANK SPRAYER	PO#948863	7 28 2020	56.88

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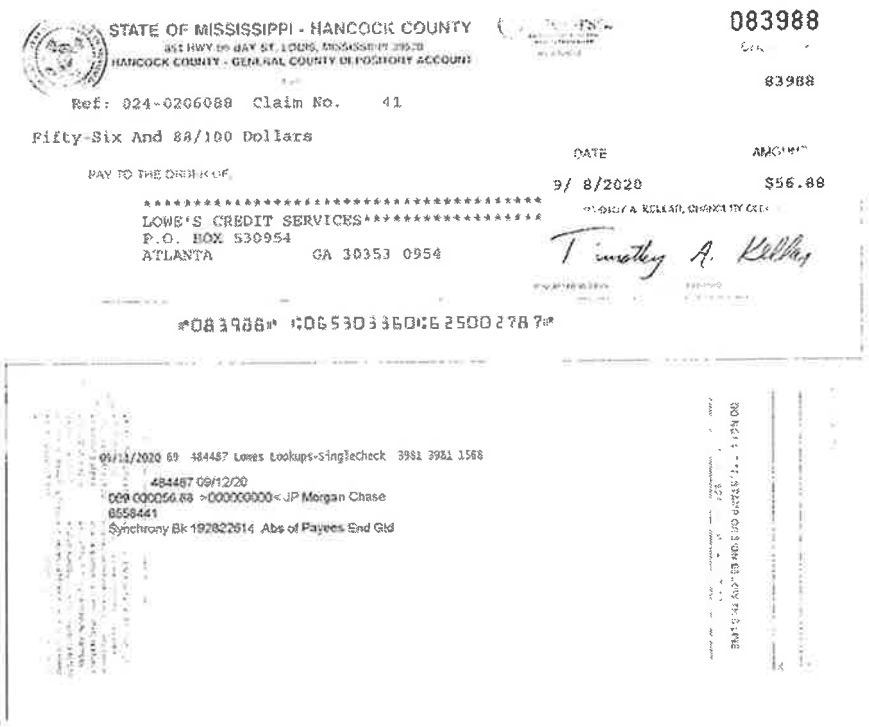
F13-MODE F14-PAPERLINK
F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)



STATE OF MISSISSIPPI - HANCOCK COUNTY
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT

083988

083988

Ref: 024-0206088 Claim No. 41

Fifty-Six And 88/100 Dollars

DATE 9/ 8/2020

AMOUNT $56.88

PAY TO THE ORDER OF

LOWE'S CREDIT SERVICES
P.O. BOX 530954
ATLANTA GA 30353 0954

Timothy A. Kellar

⑈083988⑈ ⑆065303360⑆625002787⑈

09/11/2020 69 484487 Lowes Lookups-Singlecheck 3981 3981 1568

484487 09/12/20
069 000056.88 >000000000< JP Morgan Chase
8558441
Synchrony Bk 192822614 Abs of Payees End Gtd

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

8.I.6.a

PURCHASE REQUISITION #: 154273

HANCOCK COUNTY
BAY ST. LOUIS, MS 39520

PO NUMBER 949042

DEPT IT

DATE 08/03/

CHARGE ____ ROAD MAINTENANCE

DATE NEEDED ____

____ BRIDGE & CULVERT

VENDOR Zones

____ REVENUE SHARING

✓ OTHER 07-15-05-63

TO THE PURCHASE CLERK:
THIS IS YOUR AUTHORITY TO PURCHASE FOR THE ABOVE INDICATED COUNTY DEPARTMENT OR OFFICE THE FOLLOWING EQUIPMENT, HEAVY EQUIPMENT, MECHINERY, SUPPLIES, MATERIALS, OR SERVICES.

QTY	DESCRIPTION	UNIT PRICE	TOT
10	Cyber Acoustics stereo headset Zones # 00628575 2-PUB	15.00	150.0

TOTAL AMOUNT OF PURCHASE REQUISITION: 150.0

APPROVED

AUTHORIZED DEPARTMENT REPRESENTATIVE

INSTRUCTIONS:
The county department or office requesting the merchandise must issu
this requisition for any purchases.
Deliver copies 1, 2 & 3 to the puchase clerk, and file copy 4 in th
department making the request.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

RECEIVING REPORT

157608

HANCOCK COUNTY
BAY ST LOUIS, MS 39520

VENDOR ZONES

DATE RECEIVED 8/13/2020

(BY PURCHASE CLERK)

PURCHASE ORDER 154273 ~~949043~~ 949043

SHIPPED FROM

VIA

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
10	CYBER ACOUSTICS STEREO HEADSET	$15.00	$150.00

GLMCLM01 ACCTCY CASH DISBURSEMENTS DATA ENTRY GLWCL

Fund 024 COVID-19 Trans 206364 Amount 150.00
Claim 44 Claim Date 8 17 2020 Release Date 8 17 2020 Status P Source PO
Bank 6 Check Date 9 8 2020 Check 84228 Ep Cash Acct 000 0(
Voided Reason
Vendor No 9399 Payee ZONES, INC
OUTSTND Addr1 1102 15TH STREET 5W Add 20200818 REBA
Addr2 SUITE 102 Chg 00000000
Page No 1 City AUBURN WA 98001 1099 Form M Type 1
For Investments CD No Maturity Date Rate

Account	Description	Invoice	InvoiceDate	Amount
024125690	CYBER ACOUSTICS STERO HEADSET	PO#949043	8 9 2020	150.00

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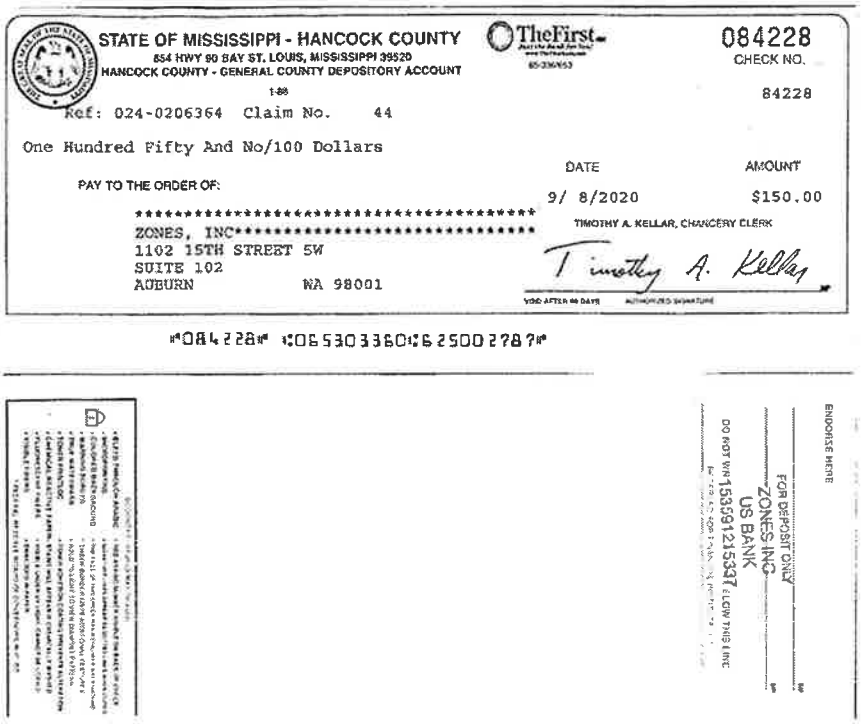
F13-MODE F14-PAPERLINK
F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

8.I.6.a



STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT

TheFirst

084228
CHECK NO.

84228

Ref: 024-0206364 Claim No. 44

One Hundred Fifty And No/100 Dollars

DATE 9/ 8/2020

AMOUNT $150.00

PAY TO THE ORDER OF:

****
ZONES, INC**********
1102 15TH STREET SW
SUITE 102
AUBURN WA 98001

TIMOTHY A. KELLAR, CHANCERY CLERK

Timothy A. Kellar

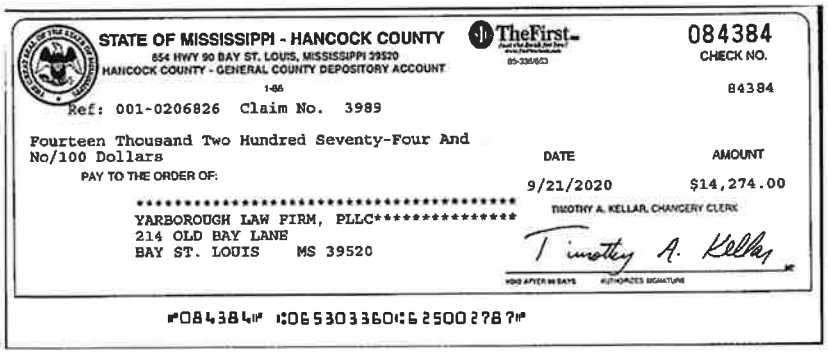
VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

⑈084228⑈ ⑆065303360⑆625002788⑈

ENDORSE HERE

FOR DEPOSIT ONLY
ZONES INC
US BANK
DO NOT WRITE BELOW THIS LINE 153991215337

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)



STATE OF MISSISSIPPI - HANCOCK COUNTY
854 HWY 90 BAY ST. LOUIS, MISSISSIPPI 39520
HANCOCK COUNTY - GENERAL COUNTY DEPOSITORY ACCOUNT
1-86

TheFirst

084384
CHECK NO.
84384

Ref: 001-0206826 Claim No. 3989

Fourteen Thousand Two Hundred Seventy-Four And No/100 Dollars

PAY TO THE ORDER OF:

DATE 9/21/2020

AMOUNT $14,274.00

TIMOTHY A. KELLAR, CHANCERY CLERK

YARBOROUGH LAW FIRM, PLLC**********
214 OLD BAY LANE
BAY ST. LOUIS MS 39520

VOID AFTER 90 DAYS AUTHORIZED SIGNATURE

⑈084384⑈ ⑆065303360⑆625002787⑈

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

GLMCIQ01 AUDITFY20 CASH DISBURSEMENTS DATA ENTRY GLWCIQ97/R4
Fund 001 GENERAL FUND Trans 206826 Amount 14274.00
Claim 3989 Claim Date 20 20 921 Release Date 20 20 921 Status P N O V D H
Bank 6 Check Date 9 21 2020 Check 84384 Cash Account 000 002
Voided by Reason
Vendor No Payee YARBOROUGH LAW FIRM, PLLC CLEARED 9 30 2020
9148 Addr1 214 OLD BAY LANE Added 20200910 - REBA
Addr2 Chged 00000000 -
City BAY ST. LOUIS MS 39520 -
For Investments CD No Maturity Date Rate

Account	Description	Invoice	Invoice Date	Amount
001100550	7-30-20 TO 9-4-20		9 10 2020	14274.00

Copyright 1999, Delta Computer Systems, Inc. - All Rights Reserved 12/17-JRR
F14-PAPERLINK
F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

YARBOROUGH LAW FIRM, PLLC

Hancock County, Mississippi

INVOICE

214 Old Bay Lane
Bay Saint Louis, MS
228-342-7987
gary@yarboroughlaw.co

Description	Quantity	Unit Price	Cost
7/30 to 9/4 2020	79	$ 180	$ 14,274
		Subtotal	$ 14,274
	Tax	0.00%	$ 0
		Total	$ 14,274

001-100-550

Please contact me should you have any questions.

Sincerely yours,

Gary M. Yarborough, Jr.

79.3 Hours

7/30 Review of executive orders regarding meetings (2) ema call (.5)

2.5

7/31 drafting mosquito contract and review of regulations (4) research re Bailiff (1.4) review of port and harbor resolutions (1.2)

6.6

8/2 Review of contracts for meeting (1.5)

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

end. $270.00

1.5

8/3 Research regarding PPP forgiveness (.6)

.6

8/5 Drafting mosquito rfp and prior contracts, other mosquito rfp's (3.5) reviewing public records request to circuit court (.4) email to Geoff re contract (.2) review of Showers filing (.5) review of dirt pit requirements, other ordiannces and ours (3)

7.6

8/6 Finalizing draft of rfp for mosquitoes (6.5) review concession agreement (.3) conversations with Kendra regarding record request and review of records (.5)

7.3

8.7 Finalizing mosquito rfp (1.8) review of Haas settlement agreement, call with Hayes, email with Hayes regarding application questions, emailing zoning ordinance to Hayes, drafting and sending proposed final order (1.6) review issues for Kendra for public records request (.3) correspondence with insurer counsel for fire regarding interview with Hooty (.6) draftinga nd filing 8 tax confirmation answers (3) review executive orders re Muddy Joes and email with Skinner, call with Hooty (.5)

7.8

8.10 Emails with Will Allen and SO regarding depositions in Ford case (.5) review of waiver and claim for A/C damage at Mcleod (.5)

1.0

8.11 Email with Will Allen regarding sheriff depositions in Ford (.2) review of correspondence and pleadings from Ann Bailey regarding Quest Trust suit (.6) call with Kendra regarding record request, call with Eddie, review request, begin prepping response (1.5) review of draft agreemtn for Compton, editing and circulating to Eddie and Maureen (3.5)

5.8

8.12 Review contractor compliance issues with Little Lake and time for completion (.4) call with EMA regarding COVID (.4) review of ASAP minutes and contracts per Theresa reqeust (.6) call with Scotty and review

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

of salvage and flood plain exceptions from building code for camps (2.4) review of second motion for discovery in Bonnet Carre case (1.4) review of issue with Black Diamond on dump site and change order, email with Geoff (1.2)

6.4

8.13 Finalizing and sending public record response for Kendra to Southern Poverty (.8) review of Stormwater documents from Bruce (1.8) draftinga nd sending USFA softball agreemetn for sports complex (3.5)

6.1

8.14 call with KC and Bill regarding GOMESA funding for Little Lake, call with Eddie re it and budget (1.5) finalizing and sending edits for Calgon Carbon MOU re tax (3) calls with KC and port regarding appointments, and review statutes

5.5

8.16 review scoping comments for Mid Breton diversion case (1)

1.0

8.17 Review contracts for agenda (1.8)

1.8

8.18 Drafting and filing briefing order in Razz Halili appeal (.5)

.5

8.22 EMA calls regarding storms (.6)

.6

8.23 EMA calls regarding storms (.8) review of press releases for storm (.8)

1.6

8.25 REVIEW financial statement from GCMH (.6)

.6

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

8.26 Emails with Carpenter regarding interview of Brian regarding school fire (.4)

.4

8.28 Drafting and sending audit letter for 2019 (3.5) finalizing Haas agreement

5.5

8.31 call with Orgler regarding Lazy Magnolia lease and drafting proposed resolution (2.5) finalizing compton cotnract (.6) finalizing stormwater rfp and contracts (4.)

3.5

9.2 Review vet contracts (.3)

.3

9.3 Finalizing Lazy Magnolia resolution (.4) drafting mosquito addendum and review of questions submitted as well as prior rfp (1.8) planning and zoning meeting and review of applications and deeds (2.2)

4.4

9.4 Review PRCC dedication of use agreement (.4)

.4

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

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

Purcha

Fiscal Year 2021

The purchase order number SHALL be shown on all correspondence.

Purchase Order Number	210001
Purchase Order Date	10/13/
Department	SHERIFF'S OF

All prices are FOB DESTINATION, unless otherwis stated.

Bill To
Bookkeeping Dept.
854 Highway 90, Suite A
Bay St. Louis, MS 39520
P: 228-467-6012

Ship To SHOF
8450 HIGHWAY 90
BAY ST LOUIS, MS 39520

Vendor 9659
MCKESSON MEDICAL SURGICAL, INC
9954 MAYLAND DR
SUITE 4000
HENRICO, VA 23233

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERE
		9659	20210223	

NOTES

COVID TESTING EQUIPMENT

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PI
1	BD VERITOR READER	1.0000	EACH	$301.2600	$30
2	BD VERITOR RAPID DETECTION TEST KIT, SARS-COV-2	2.0000	EACH	$885.0000	$1,77

All orders must be shipped in full, no backorders accepted.

Approver Name: Robin Benoit

Approval Date: 10/13/2020

Robin Benoit
Purchase Clerk

Total Ext. Price	$2,0
Purchase Order Total	$2,071.26

Purchase Order Copy

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

McKESSON

McKesson Medical-Surgical
Minnesota Supply Inc.
9954 Mayland Drive, Suite 5176A
Henrico, VA 23233

Invoice #17088114

Invoice #	PO	Order #	Ordered By	Captured	Invoiced	Status	Total
17088114	21000195	80941623		11/18/20	11/18/20	Pending	$356.26

Account
#20153583 HANCOCK COUNTY HEALTH SERVICES CLINIC
SVCS CLINIC
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520-8667

Ship To
#59013140 HANCOCK COUNTY HLTH
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520-8667

Remit PO BOX 936279
ATLANTA, GA 31193-6279

Invoice

Subtotal	$301.26
Freight	$55.00
Tax	$0.00
Total	$356.26

Line	Item #	Description	Mfr	Mfr #	UOM	Qty	Ship Qty	Price	Total
2	1029527	READER, BD VERITOR PLUS ANALYZER DS	BECTON DICKINSON	256066	EA	1	1	$301.26	$301.26
3	307728	Freight Fee 527	SPECIAL HANDLING	FRGHT	EA	1	1	$55.00	$55.00

Displaying Lines 1 to 2 of 2

MCKESSON MEDICAL-SURGICAL, INC. - PROPRIETARY AND CONFIDENTIAL INFORMATION

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

McKESSON

McKesson Medical-Surgical
Minnesota Supply Inc.
9954 Mayland Drive, Suite 5176A
Henrico, VA 23233

Invoice #17061111

Invoice #	PO	Order #	Ordered By	Captured	Invoiced	Status	Total
17061111	21000195	80941623		10/13/20	10/13/20	Pending	$1,770.00

Account
#20153583 HANCOCK COUNTY HEALTH SERVICES CLINIC
SVCS CLINIC
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520-8667

Ship To
#59013140 HANCOCK COUNTY HLTH
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520-8667

Remit PO BOX 936279
ATLANTA, GA 31193-6279

Invoice

Subtotal	$1,770.00
Freight	$0.00
Tax	$0.00
Total	$1,770.00

Line	Item #	Description	Mfr	Mfr #	UOM	Qty	Ship Qty	Price	Total
1	1170197	TEST KIT, SARS-COV-2 BD VERITOR RAPID DE	BECTON DICKINSON	256082	KT	2	2	$885.00	$1,770.00

Displaying Lines 1 to 1 of 1

MCKESSON MEDICAL-SURGICAL, INC. - PROPRIETARY AND CONFIDENTIAL INFORMATION

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
9659	MCKESSON MEDICAL SURGICAL, INC	90892	12/07/2020	**$5,9**

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AM
10/07/2020	17053949,17057271	MEDICATIONS	$3
		PO #: 21000034 - SHERIFF'S OFFICE	
		PO #: 21000034 - SHERIFF'S OFFICE	
10/30/2020	17073170	PROFESSIONAL SUPPLIES	$4
		PO #: 21000395 - SHERIFF'S OFFICE	
11/17/2020	17086546	COVID DISINFECTION	$1,3
		PO #: 21000557 - SHERIFF'S OFFICE	
11/17/2020	17086164	PROFESSIONAL SUPPLIES	$1,7
		PO #: 21000560 - SHERIFF'S OFFICE	
11/18/2020	17061111,17088114	COVID TESTING EQUIPMENT	$2,0
		PO #: 21000195 - SHERIFF'S OFFICE	

Check Date
12/07/2020

Vendor Number **9659**

VOID AFTER 90 DAYS FROM ISSUE

*** Five Thousand Nine Hundred Thirty Seven Dollars And Sixty Two Cents *** **$5,937**

Pay To
The
Order Of

9659
MCKESSON MEDICAL SURGICAL, INC
9954 MAYLAND DR
SUITE 4000
HENRICO, VA 23233-0000

VOID

Timothy A. Kelley

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

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

Purcha

Fiscal Year 2021

The purchase order number SHALL be shown on all correspondence.

Purchase Order Number	21000
Purchase Order Date	11/18
Department	SHERIFF'S OF

All prices are FOB DESTINATION, unless otherwis stated.

Bill To
Bookkeeping Dept.
854 Highway 90, Suite A
Bay St. Louis, MS 39520
P: 228-467-6012

Ship To SHOF
8450 HIGHWAY 90
BAY ST LOUIS, MS 39520

Vendor 9659
MCKESSON MEDICAL SURGICAL, INC
9954 MAYLAND DR
SUITE 4000
HENRICO, VA 23233

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERE
		9659	20210727	

NOTES

COVID TESTING SUPPLIES

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED P
1	SARS-COV-2 RAPID DETECTION TEST KIT, 30 KIT/BOX	5.0000	EACH	$885.0000	$4,4

All orders must be shipped in full, no backorders accepted.

Approver Name: Robin Benoit

Approval Date: 11/18/2020

Robin Benoit
Purchase Clerk

Total Ext. Price	$4,4
Purchase Order Total	**$4,425.00**

Purchase Order Copy

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

McKESSON

McKesson Medical-Surgical
Government Solutions LLC
9954 Mayland Drive Suite 5176
Henrico, VA 23233

Bill To: 20153583

HANCOCK COUNTY HLTH
SVCS CLINIC
8450 HIGHWAY 90
BAY SAINT LOUIS MS 39520-8667

Invoice

Page 1 of 1

Shipped From:
MCKESSON MEDICAL-SURGICAL INC
3769 COMMERCE CENTER BLVD
BETHLEHEM,PA 18015
SHIPPED FROM LICENSE: 17833/16.5A

Shipped To: 59013140
HANCOCK COUNTY HLTH
8450 HIGHWAY 90
BAY SAINT LOUIS MS 39520-8667

REGULATORY LICENSE: 875413-NP

Payment / Account Balance Inquires 1-800-453-5160
Phone:
Customer Service Phone: 1-833-343-2700

Sales Order Number	85272571	Invoice Number	17093971
Sales Order Date	11/18/2020	Invoice Date	11/29/2020
PO Number	21000571	Payment Due Date	01/28/2021
Sales Rep Name	GLASS, KAYLEIGH A	Invoice Amount	$4,425.00

Notes: The complete Terms of Sale that apply to this purchase are located at https://mms.mckesson.com/content/terms-of-sale-primary-care. Customer is responsible for reviewing the Terms of Sale in full.

Please contact us regarding electronic payment options at MMS.Treasury@ McKesson.com

Invoice Detail

Item Number	Vendor / Vendor Cat #	Description	Ordered	Unit	Shipped	Unit Price	Amount	Sales Tax	Codes (*)
1170197	Vendor: BDVERI Vend Cat#: 256082	TEST KIT, SARS-COV-2 BD VERITO PO LN 1	5	KT	5	885.00	4425.00	.00	
	Tracking # 936606406043								
	Shipped: 11/30/2020 From: Lehigh Valley Via: FEDERAL EXPRESS CORP Broker Lic: 18031/16.5A								

SUB TOTAL	FREIGHT	TAX	AMOUNT
$4,425.00	$0.00	$0.00	$4,425.00

The prices on this invoice may be subject to rebates, credits and other price adjustments. You are obligated to properly disclose and appropriately reflect all discounts, including rebates, in claims and costs submitted to federal and state government health care programs (including Medicare and Medicaid) and to provide this invoice and other discount documentation to government authorities on request, in accordance with all applicable laws and regulations, including 42 USC 1320a-7b(b) and the discount safe harbor. In addition, the purchase of products hereunder may qualify customer for discounts on certain purchases made under a distribution agreement between customer and McKesson Corporation.
PRICING IS CONFIDENTIAL AND PROPRIETARY.

McKESSON

McKesson Medical-Surgical
Government Solutions LLC
9954 Mayland Drive Suite 5176
Henrico, VA 23233

HANCOCK COUNTY HLTH
SVCS CLINIC
8450 HIGHWAY 90
BAY SAINT LOUIS MS 39520-8667

Invoice

Account Number	20153583		
Document Number	17093971	Date	11/29/2020
Terms			AR NET 60
Pay This Amount Before	01/28/2021		$4,425.00

Please contact us regarding electronic payment options at MMS.Treasury@McKesson.com.

Please Remit To:
MCKESSON MEDICAL - SURGICAL
PO BOX 936279
ATLANTA GA 31193-6279

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
9659	MCKESSON MEDICAL SURGICAL, INC	91255	01/04/2021	$7,4

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AM
11/24/2020	17092591	PROFESSIONAL SUPPLIES	$5
		PO #: 21000621 - SHERIFF'S OFFICE	
11/24/2020	17092588,17092589	MEDICATIONS	$1,0
		PO #: 21000620 - SHERIFF'S OFFICE	
11/12/2020	PO# 21000174	MEDICAL SUPPLIES	$1,4
		PO #: 21000174 - SHERIFF'S OFFICE	
11/29/2020	17093971	COVID TESTING SUPPLIES	$4,4
		PO #: 21000571 - SHERIFF'S OFFICE	

Check Date
01/04/2021

Vendor Number **9659**

VOID AFTER 90 DAYS FROM ISSUE

*** Seven Thousand Four Hundred Seventy Dollars And Eighteen Cents *** **$7,470**

VOID

Pay To
The
Order Of

9659
MCKESSON MEDICAL SURGICAL INC
9954 MAYLAND DR
SUITE 4000
HENRICO, VA 23233-0000

Timothy A. Kelley

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PURCHASE ORDER

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

PO No : [illegible]
Req. No 158116
Page 1

T O:	S H I P T O:
COASTAL HARDWARE & RENTAL CO., INC. P.O. BOX 1210 KILN, MS 39556	MAINTENANCE OFFICE 18382 HWY. 43 KILN, MS 39556

Date Ordered	Date Required	Department	Entered
9/21/2020	10/21/2020	151 MAINT. OF BUILDING AND GROU	RSW

Quantity:	Item Description	Unit Cost	Extension
25.00	#35 SADH CHAIN *COVID-19	.8010EA	20.

Total $20.

APPROVAL: BOARD OF SUPERVISORS

BY: _____
PURCHASE CLERK

INSTRUCTIONS FOR VENDOR:
1. THE PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL CORRESPONDENCE.
2. ALL BILLS AND INVOICES TO BE SENT TO: HANCOCK COUNTY BOOKKEEPING DEPT. 854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520 228-467-6012.
3. ALL QUESTIONS PERTAINING TO PURCHASE ORDERS, PLEASE CALL 228-466-8231.
4. ALL PRICES, UNLESS OTHERWISE SPECIFIED, ARE FOB DESTINATION.
5. ALL ORDERS MUST BE SHIPPED COMPLETE, NO BACK ORDERS ACCEPTED.

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

*** INVOICE *** Page 1

COASTAL HARDWARE & RENTAL
16320 HWY 603
KILN,MS 39556
228-586-1379

Bill To:
Customer # 902
FINANCE BOOKEEPING DEPT
HANCOCK COUNTY
854 HIGHWAY 90 SUITE A
BAY ST LOUIS, MS 39520

Date: 09/29/2020 Time: 02:56:35 PM - Transaction#: B20346676
Associate: GEORGE - PO: 949590 - Due Date: 09/29/2020

Qty	Description ProductCode	Unit Note	Price	Tax	Extended
25.00	SASH CHAIN #35 100FT. 020418064876 SKU# 741969	FOOT	$0.801	N	$20.03

Subtotal: $20.03

TAX EXEMPT
TOTAL: $20.03
INVOICE: $20.03

CHANGE: $0.00

(X)_____
PAT LADNER

Notes:
COVID 19

OPEN MON-FRI 8AM-6PM SAT 8AM-5PM
THANKS FOR SHOPPING WITH US
HAVE A NICE DAY

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
5536	COASTAL HARDWARE & RENTAL CO., INC.	90475	11/05/2020	$1,1

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMC
10/15/2020	A20375398	Buildings & Grounds PO #: 21000169 - ROAD DEPARTMENT	
10/15/2020	B20348085	Buildings & Grounds PO #: 21000169 - ROAD DEPARTMENT	$
10/15/2020	B20347842	Buildings & Grounds PO #: 21000169 - ROAD DEPARTMENT	$
10/14/2020	A20375400	Coupler Road 392 PO #: 21000167 - ROAD DEPARTMENT	$
10/19/2020	b20346676	legacy PO PO #: 949590 - ROAD DEPARTMENT	$
10/16/2020	D20321041	Wet Floor signs - Shelters PO #: 21000229 - ROAD DEPARTMENT	$
10/02/2020	A20374440	roofing shovel/plywood/mat/lumber PO #: 20000007 - FINANCE	$3
10/16/2020	D20321028	Annex Doors PO #: 21000086 - ROAD DEPARTMENT	$6

Check Date
11/05/2020

Vendor Number **5536**

VOID AFTER 90 DAYS FROM ISSUE

*** One Thousand One Hundred Six Dollars And Sixty Three Cents ***

$1,106

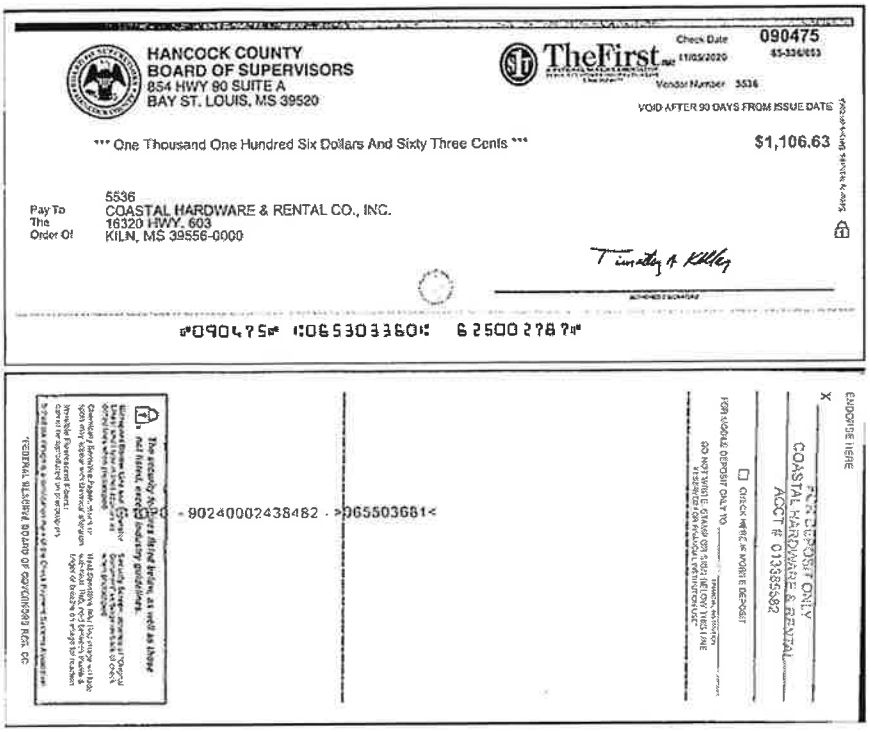
Pay To
The
Order Of

5536
COASTAL HARDWARE & RENTAL CO., INC.
16320 HWY. 603
KILN, MS 39556-0000

VOID

Timothy A. Kelley

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)



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

TheFirst

Check Date 11/05/2020
090475
Vendor Number 5536
VOID AFTER 90 DAYS FROM ISSUE DATE

*** One Thousand One Hundred Six Dollars And Sixty Three Cents ***

$1,106.63

Pay To The Order Of
5536
COASTAL HARDWARE & RENTAL CO., INC.
16320 HWY. 603
KILN, MS 39556-0000

Timothy A Killeg

⑈090475⑈ ⑆065303360⑆ 62500278 7⑈

- 902400024384B2 - >065503681<

FOR DEPOSIT ONLY
COASTAL HARDWARE & RENTAL
ACCT # 013855B2

☐ CHECK HERE IF MOBILE DEPOSIT

ENDORSE HERE

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

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

Purcha

Fiscal Year 2021

The purchase order number SHALL be shown on all correspondence.

Purchase Order Number	21000(
Purchase Order Date	09/29/
Department	ROAD DEPARTM
Required By	09/29/

Bill To
Bookkeeping Dept.
854 Highway 90, Suite A
Bay St. Louis, MS 39520
P: 228-467-6012

Ship To RDDT
18382 HIGHWAY 43
KILN, MS 39556

Vendor 5536
COASTAL HARDWARE & RENTAL CO., INC.
P.O. BOX 1210
KILN, MS 39556

All prices are FOB DESTINATION, unless otherwis stated.

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERE
228-586-1379		5536	20210005	

NOTES

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PI
1	clear face shield	1.0000	EACH	$32.9900	$3
2	safety goggles	1.0000	EACH	$5.9900	$

All orders must be shipped in full, no backorders accepted.

Approver Name: Robin Benoit

Approval Date: 09/29/2020

Purchase Clerk

Total Ext. Price	$3
Purchase Order Total	$38.98

Purchase Order Copy

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

*** INVOICE *** Page 1

COASTAL HARDWARE & RENTAL
16320 HWY 603
KILN,MS 39556
228-586-1379

Bill To:
Customer # 902
FINANCE BOOKEEPING DEPT
HANCOCK COUNTY
854 HIGHWAY 90 SUITE A
BAY ST LOUIS, MS 39520

Date: 10/02/2020 Time: 02:45:20 PM - Transaction#: A20374004
Associate: GEORGE - PO: 21000003 - Due Date: 10/02/2020

Qty	Description / ProductCode	Unit / Note	Price	Tax	Extended
1.00	CLEAR FACE SHIELD 032277586055 SKU# 301141 032738005293	EACH	$32.99	N	$32.99
1.00	CHEMICAL SAFETY GOGGLES 641817002285 SKU# 356387 626053616878	EACH	$5.99	N	$5.99

Subtotal: $38.98

TAX EXEMPT
TOTAL: $38.98
INVOICE: $38.98

CHANGE: $0.00

(X)_____
EDDIE SEAL

Notes:
COVID

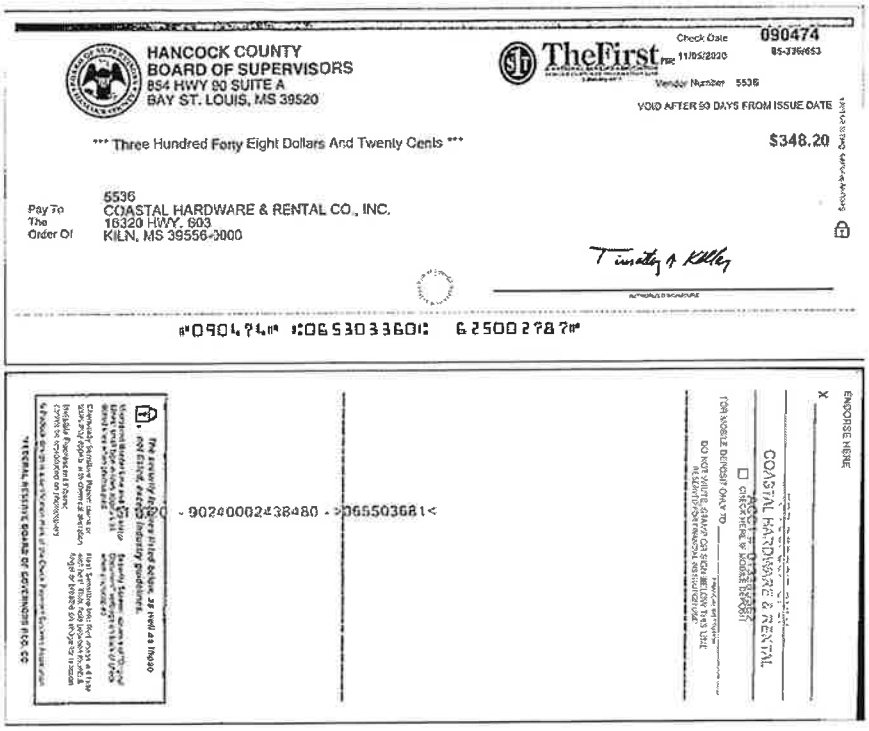
OPEN MON-FRI 8AM-6PM SAT 8AM-5PM
THANKS FOR SHOPPING WITH US
HAVE A NICE DAY

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
5536	COASTAL HARDWARE & RENTAL CO., INC.	90474	11/05/2020	$34

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMO
10/15/2020	B20348253	TRUCK # 2100207	$2
		PO #: 21000182 - ROAD DEPARTMENT	
09/29/2020	A20372922	legacy PO	$3
		PO #: 949588 - ROAD DEPARTMENT	
10/02/2020	A20374004	FACE SHIELD, GOGGLES	$3
		PO #: 21000003 - ROAD DEPARTMENT	
10/05/2020	A20375180/A20375202/	A20375202/A20375165/A20375180	$4
		PO #: 21000085 - ROAD DEPARTMENT	
		PO #: 21000085 - ROAD DEPARTMENT	

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)



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

TheFirst

Check Date 11/05/2020
090474
64-376/653

Vendor Number 5536

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Three Hundred Forty Eight Dollars And Twenty Cents ***

$348.20

Pay To The Order Of
5536
COASTAL HARDWARE & RENTAL CO., INC.
16320 HWY. 603
KILN, MS 39556-3000

Timothy A Kelley

⑈090474⑈ ⑆065303360⑆ 6250027877⑈

⑈090474⑈ ⑆065303360⑆ 6250027877⑈

ENDORSE HERE

COASTAL HARDWARE & RENTAL

FOR MOBILE DEPOSIT ONLY TO

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

- 902400024380 - ⑆065503681<

THE SECURITY FEATURES LISTED ON THE BACK OF THIS DOCUMENT SHOULD BE REVIEWED

FEDERAL RESERVE BOARD OF GOVERNORS FRS 66

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

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

Purcha

Fiscal Year 2021

The purchase order number SHALL be shown on all correspondence.

Purchase Order Number **210005**

Purchase Order Date **11/17/**

Department **SHERIFF'S OF**

Bill To
Bookkeeping Dept.
854 Highway 90, Suite A
Bay St. Louis, MS 39520
P: 228-467-6012

Ship To SHOF
8450 HIGHWAY 90
BAY ST LOUIS, MS 39520

All prices are FOB DESTINATION, unless otherwis stated.

Vendor 9659
MCKESSON MEDICAL SURGICAL, INC
9954 MAYLAND DR
SUITE 4000
HENRICO, VA 23233

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERE
		9659	20210709	

NOTES

COVID DISINFECTION

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PF
1	WIPE, DISINFECTING ALCOHOL	18.0000	EACH	$73.7000	$1,32

All orders must be shipped in full, no backorders accepted.

Approver Name: Robin Benoit

Approval Date: 11/17/2020

Robin Benoit
Purchase Clerk

Total Ext. Price $1,3

Purchase Order Total **$1,326.60**

Purchase Order Copy

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

McKESSON

McKesson Medical-Surgical
Minnesota Supply Inc.
9954 Mayland Drive, Suite 5176A
Henrico, VA 23233

Invoice #17086546

Invoice #	PO	Order #	Ordered By	Captured	Invoiced	Status	Total
17086546	21000557	85103242	CASEYF	11/17/20	11/17/20	Pending	$1,326.60

Account
#20153583 HANCOCK COUNTY HEALTH SERVICES CLINIC
SVCS CLINIC
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520-8667

Ship To
#59013140 HANCOCK COUNTY HLTH
8450 HIGHWAY 90
BAY SAINT LOUIS, MS 39520-8667

Remit PO BOX 936279
ATLANTA, GA 31193-6279

Invoice

Subtotal	$1,326.60
Freight	$0.00
Tax	$0.00
Total	$1,326.60

Line	Item #	Description	Mfr	Mfr #	UOM	Qty	Ship Qty	Price	Total
1	1179775	WIPE, DISINFECTING ALCOHOL ETHYL 75% (11	DERMARITE INDUS	35104	CS	18	18	$73.70	$1,326.60

Displaying Lines 1 to 1 of 1

MCKESSON MEDICAL-SURGICAL, INC. - PROPRIETARY AND CONFIDENTIAL INFORMATION

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
9659	MCKESSON MEDICAL SURGICAL, INC	90892	12/07/2020	**$5,9**

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMO
10/07/2020	17053949,17057271	MEDICATIONS	$3
		PO #: 21000034 - SHERIFF'S OFFICE	
		PO #: 21000034 - SHERIFF'S OFFICE	
10/30/2020	17073170	PROFESSIONAL SUPPLIES	$4
		PO #: 21000395 - SHERIFF'S OFFICE	
11/17/2020	17086546	COVID DISINFECTION	$1,3
		PO #: 21000557 - SHERIFF'S OFFICE	
11/17/2020	17086164	PROFESSIONAL SUPPLIES	$1,7
		PO #: 21000560 - SHERIFF'S OFFICE	
11/18/2020	17061111,17088114	COVID TESTING EQUIPMENT	$2,0
		PO #: 21000195 - SHERIFF'S OFFICE	

Check Date
12/07/2020

Vendor Number **9659**

VOID AFTER 90 DAYS FROM ISSUE

*** Five Thousand Nine Hundred Thirty Seven Dollars And Sixty Two Cents *** **$5,937**

VOID

Pay To
The
Order Of

9659
MCKESSON MEDICAL SURGICAL, INC
9954 MAYLAND DR
SUITE 4000
HENRICO, VA 23233-0000

Timothy A. Kelley

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

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

Purcha

Fiscal Year 2021

The purchase order number SHALL be shown on all correspondence.

Purchase Order Number	21000
Purchase Order Date	12/08
Department	ROAD DEPARTI

All prices are FOB DESTINATION, unless otherwi stated.

Bill To
Bookkeeping Dept.
854 Highway 90, Suite A
Bay St. Louis, MS 39520
P: 228-467-6012

Ship To RDDT
18382 HIGHWAY 43
KILN, MS 39556

Vendor 9363
COAST GLASS & MIRROR, LLC
596 EASTERBROOK ST
BAY ST. LOUIS, MS 39520

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERE
		9363	20210941	

NOTES

For Homestead desk *** COVID-19***

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED P
1	PLEXI SHEET (CLEAR)	2.0000	EACH	$100.0000	$2

All orders must be shipped in full, no backorders accepted.

Approver Name: Robin Benoit

Approval Date: 12/08/2020

Robin Benoit
Purchase Clerk

Total Ext. Price	$2
Purchase Order Total	**$200.00**

Purchase Order Copy

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Coast Glass And Mirror LLC

596 Easterbrook St
Bay St Louis MS 39520-

(228) 467-0344 (228) 467-0116
Fax: (228) 467-0052
coastglass@yahoo.com

ICG-1221-10579
12/8/2020

Invoice

PO Number: 21000755

Hancock Co Board Of Supervisers
854 Hwy 90
BAY SAINT LOUIS MS 39520-

(228)467-6012 (228)467-2691

Qty.	Part	Description	List	Price	N
2	PLEXI 1/8 C SHEET	1/8 clear plexi	100.00	100.00	200.

Subtotal	200
Sales Tax	0
Total	$200
Balance:	$200.00

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
9363	ANTHONY S. CARVER	91376	01/04/2021	$4

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMO
12/21/2020	-10580	Clear glass	$
		PO #: 21000879 - SHERIFF'S OFFICE	
12/08/2020	-10579	For Homestead desk *** COVID-19***	$2
		PO #: 21000755 - ROAD DEPARTMENT	
12/15/2020	-10550	Windshield	$2
		PO #: 21000796 - SHERIFF'S OFFICE	

Check Date
01/04/2021

Vendor Number **9363**

VOID AFTER 90 DAYS FROM ISSUE

*** Four Hundred Sixty Three Dollars And Seventy Five Cents ***

$463

VOID

Pay To
The
Order Of

9363
ANTHONY S. CARVER
COAST GLASS & MIRROR
596 EASTERBROOK ST
BAY ST. LOUIS, MS 39520-0000

Timothy A. Kelley

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

CARD SERVICES
PO BOX 419734
KANSAS CITY MO 64141-6734

UMB

COVID

Please Detach And Enclose Top Portion With Payment

New Balance	Payment Due Date	Past Due Amount	Minimum Payment	Amount Enclosed
1,185.43	12/26/20	0.00	1,185.43	$

Make Check Payable To:
Card Services

Card Services
PO Box 875852
Kansas City MO 64187-5852

☐ Please check box if making address change as indicated on the back

ROBIN BENOIT 11991
HANCOCK CTY BD OF SPVS 0311
854 HIGHWAY 90 STE A
BAY ST LOUIS MS 39520-2739

47156210120100l4 0118543 0118543

Account Number Ending In: XXXX XXXX XXXX 0014

I-2

Summary of Account Activity

Previous Balance	$	498.10
Payments	-	492.50
Other Credits	-	0.00
Purchases/Debits	+	1,179.83
Cash Advances	+	0.00
Finance Charges	+	0.00
New Balance		1,185.43
Credit Limit		5,000.00
Available Credit		3,464.00

An amount followed by a minus (-) is a credit or a credit balance, unless otherwise indicated.

Payment Information

Statement Closing Date	12/01/20
New Balance	1,185.43
Minimum Payment Due	1,185.43
Payment Due Date	12/26/20
Past Due Amount	0.00

PAYMENT ADDRESS
CARD SERVICES
PO BOX 875852
KANSAS CITY, MO 64187-5852

ACCOUNT INQUIRIES AND
LOST OR STOLEN CARDS
888-494-5141

CARD SERVICES
PO BOX 419734
KANSAS CITY MO 64141-6734

Telephoning about billing errors will not preserve your rights under federal law. See the Billing Rights Summary on the reverse side.

Transaction Information

Transaction Date	Posting Date	Reference Number	Purchases, Cash Advances, Payments, Credits and Adjustments since last statement	Amount
11/01	11/03	2494301N309GAF151	HOMEDEPOT.COM 800-430-3376 GA MCC: 5200 MERCHANT ZIP: 30339 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: WG20781149	129.00
11/02	11/04	2494301N409FG9WZ5	HOMEDEPOT.COM 800-430-3376 GA MCC: 5200 MERCHANT ZIP: 30339 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: WG20781149	567.00
11/02	11/04	2494301N409FG9X0P	HOMEDEPOT.COM 800-430-3376 GA MCC: 5200 MERCHANT ZIP: 30339 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: WG20781149	228.00
11/02	11/04	2494301N409FJ5YLS	HOMEDEPOT.COM 800-430-3376 GA MCC: 5200 MERCHANT ZIP: 30339 SALES TAX: $ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: WG20781149	70.24
11/17	11/18	2443099NKBMBYNSRF	DNH*GODADDY.COM https://www.g AZ MCC: 4816 MERCHANT ZIP: 85260 SALES TAX: $ 5.60 TAX INCLUDED: 1 CUSTOMER CODE: 00000000000000017	85.59
11/17	11/18	2449398NJ8ABGQ9L9	REALTOR ASSOCIATION/MLS 312-329-8245 IL MCC: 8699 MERCHANT ZIP: 60611 SALES TAX: $ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: AM0A2FDF593E	100.00
11/18	11/18	7471562NLEHM914GD	CK PAYMENT THANK YOU KANSAS CITY MO	492.50-

024-220-613
024-220-613
024-220-613
024-220-613
096-153-571

$994.2

Interest Charge Calculation

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Casey Favre

From: The Home Depot <HomeDepot@order.homedepot.com>
Sent: Sunday, November 01, 2020 6:39 AM
To: Casey Favre
Subject: We received your order!

Caution: External email.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

☒ ☒

RECEIVED
COMPLETELY
by Casey Favre

024-220-613
From Account
$994.24
Amount to Pay
11/04/2020
Date Approved
Casey Favre, Director
Reviewed & Approved By

Check Order Status

Purchased on Credit Card

Order Number	Order Date
WG20781149	Nov. 1, 2020

Your Order

Ship to Home Items

Shipping Address

Casey Favre
8450 Hwy 90
Bay Saint Louis, MS 39520
228-466-6960

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Item		Unit Price	Qty	Item Total
☒	**Husky** Digital Tire Inflator and LED Gauge	$29.99	1.00	$29.99
	Nov. 4			
☒	**RYOBI** ONE+ 18-Volt Lithium-Ion Cordless 4 Gal. Backpack Chemical Sprayer - 2.0Ah Battery and Charger Included Store SKU # [illegible] Internet # [illegible] Est Arrival **Nov. 6**	$149.00	1.00	$149.00
☒	**RYOBI** ONE+ 18-Volt Lithium-Ion Cordless 2 Gal. Chemical Sprayer and Holster with Extra Tank, 2.0 Ah Battery, Charger Included Store SKU # [illegible] Internet # [illegible] Est Arrival **Nov. 9**	$129.00	1.00	$129.00
☒	**RYOBI** 18-Volt ONE+ 6-Port Dual Chemistry IntelliPort SUPERCHARGER with USB Port Store SKU # [illegible] Internet # [illegible] Est Arrival **Nov. 6**	$79.00	1.00	$79.00
☒	**RYOBI** 18-Volt ONE+ Lithium-Ion 4.0 Ah LITHIUM+ HP High Capacity Battery 2-Pack	$189.00	3.00	$567.00

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Nov. 6

	Freeman Digital Tire Inflator with LCD Pressure Gauge and Work Light	$40.25	1.00	$40.25

Nov. 4

Check Order Status

Orders may be canceled up to 45 minutes after purchase from your Home Depot MyAccount.
See cancelation rules and details.

Subtotal	$994.24
Shipping	$0.00
Sales Tax	$0.00
Order Total	**$994.24**

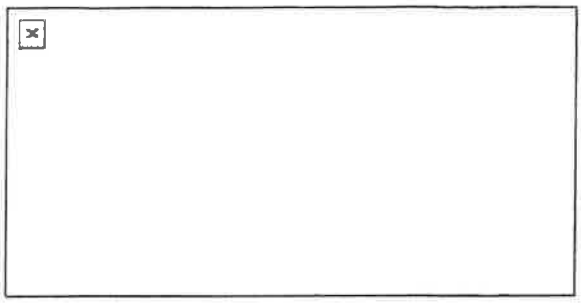
YOU MIGHT ALSO LIKE

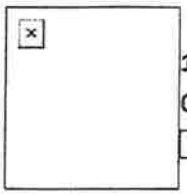
18-Volt ONE+ Cordless Brushless 7-1/4 in. Circular Saw (Tool Only)

18-Volt ONE+ 6-Port Dual Chemistry IntelliPort SUPERCHARGER with USB Port

ONE+ 18-Volt 320 PSI 0.8 GPM Cold Water Cordless Power Cleaner (Tool Only)

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)





150-Watt **Powered Inverter for ONE+ 18-Volt Battery**

If you have any questions about your order, Call us at **800-430-3376**
We are available from 6am to 12 midnight ET, 7 days a week.

FOLLOW US:

Please do not reply to this email. To ensure you continue getting updates on your order, add homedepot@order.homedepot.com to your address book.

© 2020 Home Depot Product Authority, LLC All rights reserved
Local store prices may vary from those displayed All offers may not be available in all areas

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
9716	VISA	91154	12/21/2020	$1,1

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AM(
12/01/2020	0014 Dec 2020	0014	$1,1

Attachment: Material Claims after June 1, 2020 (8191 : Spread FEMA's Eligibility Determination Memorandum.)

Check Date
12/21/2020

Vendor Number **9716**

VOID AFTER 90 DAYS FROM ISSUE

*** One Thousand One Hundred Eighty Five Dollars And Forty Three Cents *** **$1,185**

Pay To
The
Order Of

9716
VISA
P O BOX 675852
Kansas City, MO 64187-5852

VOID

Timothy A. Kelley

Applicant: Hancock County BoS (045-99045-00)
Disaster: 4528DR-MS Project #: 164621
COVID - 19 Expense Ledger for purchases after June 1, 2020

Vendor	Date	Check #	Transaction #	Item	Amount
Zones	7/6/2020	83040	205008	Tablets at S.O. to allow at home work	$ 3,990.50
CXTEC	6/1/2020	82240	204591	Wireless Access Pts to extend wireless to dead zones	$ 937.06
Zones	7/6/2020	83043	205364	Tablets at Circuit to allow at home work	$ 3,250.00
Office Depot	8/3/2020	83409	206002	3 Chair Mats - cover carpet for sanitation	$ 464.53
Dell Marketing, Inc.	8/3/2020	83256	205980	6 Laptops for Supervisors	$ 13,523.28
Coastal Hardware	7/6/2020	82694	205169	Masking Tape- Marking Distancing at Storm Shelters	$ 55.80
McKesson Medical Surgical	7/6/2020	82884	205009	PPE- Thermometers, Antibacterial Soap, Gauze Sponge	$ 772.62
Visa Card Services	7/6/2020	83029	205447	The Home Depot: $635.00 (Hardware, Supplies to build Spray Gun for sanitation) & School Nurse Supply: $1079.99 (PPE: Thermometer & Probe Covers)	$ 1,714.90
Visa Card Services	7/20/2020	83118	205666	The Home Depot: Spray Gun, Accessories, Batteries	$ 952.92
Harrison County, MS	7/6/2020	82821	204893	Housing Juvenile (Quarantine for 2 weeks before rehab would accept)	$ 2,625.00
Dell Marketing, Inc.	7/25/2020	83801	206327	Laptop systems for all admin to work from home to mitigate covid	$13,427.19
Zones	8/13/2020	unpaid	P.O. 949174	speakers and lumens	$ 225.00
Kams, Inc.	8/19/2020	unpaid	P.O. 949249	disinfecting fogger equipment and chemicals	$ 2,295.00
Coastal Hardware	9/8/2020	unpaid	P.O. 949449	barracading chains, hooks etc.	$ 72.10
CXTec, Inc.	9/10/2020	unpaid	P.O. 949501	4 desk phones required for operation social distancing measures in jail/court	$ 680.74
Coastal Hardware	8/17/2020	83741	206324	barracading chains, hooks etc.	$ 210.17
Coastal Hardware	8/28/2020	83749	206703	barracading chains, hooks etc.	$ 43.63
CXTec, Inc.	8/17/2020	83774	206369	webcam for computer, zoom meetings for social distancing	$ 901.49
Lowes Credit Services	8/5/2020	83988	206088	tank sprayer (building disinfectant fogger)	$ 56.88
Zones	8/17/2020	84228	206364	acoustic stereo headset	$ 150.00
Yarborough Law Firm	9/4/2020			Legal (technical) assistance	$ 270.00
McKesson Medical Surgical	10/13/2020	on hold	21000195	Covid Testing Equipment	$ 2,071.26
McKesson Medical Surgical	11/18/2020	not received	21000571	Detection Test Kits	$ 4,425.00
Coastal Hardware	9/29/2020	90475	PO 949590	Sash Chain for barracading	$ 20.03
Coastal Hardware	9/29/2020	90474	21000003	Face shield, safety goggles	$ 38.98
McKesson Medical Surgical	11/17/2020	on hold	21000557	Alcohol wipes for sanitizing Jail	$ 1,326.60
Coast Glass & Mirror		not received	21000755	Plexiglass for Homestead Exemption desk	$ 200.00
Visa Card Services	11/1/2020	on hold	0014 Dec 2020	The Home Depot: 3 separate transactions - Supplies for Spray guns	$ 994.24
				Total:	**$ 55,694.92**

Attachment: Summary of Claims (8191 : Spread FEMA's Eligibility Determination Memorandum.)

PROJECT 164621-Hancock County Board of Supervisors CATEGORY B - EPM

IS THE APPLICANT CLAIMING DIRECT ADMINISTRATIVE COSTS (DAC)? No

TOTAL PROJECT COST SUMMARY					
FEMA CODE	DESCRIPTION	LABOR		EQUIPMENT		COST
		LABORERS	HOURS	UNITS	HOURS	
9009	Force Account Materials					$ 9,177.06
TOTAL						$ 9,177.06

Attachment: 20210517 - Project # 164621 -Validation Summary Worksheet (8191 : Spread FEMA's

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: Denial DR-4528-MS-DM-PW-164621-Hancock County Board of Supervisors (8191 : Spread FEMA's Eligibility Determination

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: Denial DR-4528-MS-DM-PW-164621-Hancock County Board of Supervisors (8191 : Spread FEMA's Eligibility Determination

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.

Attachment: Denial DR-4528-MS-DM-PW-164621-Hancock County Board of Supervisors (8191 : Spread FEMA's Eligibility Determination

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: Denial DR-4528-MS-DM-PW-164621-Hancock County Board of Supervisors (8191 : Spread FEMA's Eligibility Determination

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: Denial DR-4528-MS-DM-PW-164621-Hancock County Board of Supervisors (8191 : Spread FEMA's Eligibility Determination

Quoted By:	David Regnery
Date:	4/29/2021
Quote Expiration:	10/26/2021
Quote Name:	Hancock County-ERP-Implementation
Quote Number:	2021-127421
Quote Description:	

Sales Quotation For
Hancock County
242 Main St
Bay St Louis , MS 39520
Phone: +1 (601) 467-5404

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Implementation Hours	72	$147	$10,584	$0
Project Management Hours	8	$157	$1,256	$0
Total:			**$11,840**	**$0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$0.00	$0.00
Total Tyler Annual		$0.00
Total Tyler Services	$11,840.00	$0.00
Total Third Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$11,840.00**	**$0.00**
Contract Total (Excluding Estimated Travel)	**$11,840.00**	

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance	Maint Discount	Maint Net

Attachment: Hancock (8121 : Amendment to Tyler Technologies Software Agreement.)

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.

Client Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Attachment: Hancock (8121 : Amendment to Tyler Technologies Software Agreement.)

Comments

Attachment: Hancock (8121 : Amendment to Tyler Technologies Software Agreement.)

tyler technologies

Quoted By: David Regnery
Date: 4/29/2021
Quote Expiration: 10/26/2021
Quote Name: Hancock County-ERP-Implementation
Quote Number: 2021-127421
Quote Description:

Sales Quotation For
Hancock County
242 Main St
Bay St Louis , MS 39520
Phone: +1 (601) 467-5404

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Implementation Hours	72	$147	$10,584	$0
Project Management Hours	8	$157	$1,256	$0
Total:			**$11,840**	**$0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$0.00	$0.00
Total Tyler Annual		$0.00
Total Tyler Services	$11,840.00	$0.00
Total Third Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$11,840.00**	**$0.00**
Contract Total (Excluding Estimated Travel)	**$11,840.00**	

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance	Maint Discount	Maint Net

Attachment: 20210517 - Amendment to Tyler Technologies Software Agreement - signed (8121 :

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.

Client Approval: Scotty Adam Date: 5-17-2021

Print Name: Scotty Adam P.O.#:

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: 20210517 - Amendment to Tyler Technologies Software Agreement - signed (8121 :

Comments

Attachment: 20210517 - Amendment to Tyler Technologies Software Agreement - signed (8121 :

Office of the Coroner
PEARL RIVER COUNTY, MISSISSIPPI
P.O. Box 703 • 917 Goodyear Blvd. • Picayune, MS 39466
telephone 601-749-7750
fax 601-749-7751

DEREK TURNAGE
CORONER

May 14, 2021

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

RE: Ralf Black
SS# 086-36-1686
D.O.D. April 27, 2021

To The Honorable Board of Supervisors:

We are currently holding the cremation remains of Ralf Black, who died 04/27/2021. His address is 6202 West Lamar Street, Bay St Louis, Ms.
I am requesting the Board of Supervisors to consider Mr. Black as a Pauper and to assist with cremation directed by Pine Haven Funeral Home.

Edmond Fahey Funeral Home: 3 Day Refrigeration Charge- $120.00
Removal Fee- $125.00

Pinehaven Funeral Home- Cremation Fee- $380.00

Thank you,

Derek Turnage,
Pearl River County Coroner

Attachment: 20210517 - Pauper Declaration regarding Ralf Black (8192 : Ratify Pauper Declaration for Ralf Black.)

Pinehaven Funeral Home & Crematory

103 Sullivan Kilrain Road
Hattiesburg, MS 39402

Invoice

Date	Invoice #
5/13/2021	PC06756

Bill To
Hancock County Coroner's Office c/o Derek Turnage 854 Hwy 90 Ste. A Bay St Louis MS 39520

P.O. No	Terms	Project
PC06756	Net 60	

Quantity	Description	Rate	Amount
1	Cremation for Ralf Black	380.00	380.00
		Total	$380.00

380.00

Attachment: 20210517 - Pauper Declaration regarding Ralf Black (8192 : Ratify Pauper Declaration for Ralf Black.)

EDMOND FAHEY
FUNERAL HOME, INC.
BEGINNING 1890
110 NECAISE AVENUE - P.O. BOX 3030
(228) 467-9031
BAY ST. LOUIS, MISSISSIPPI 39521

April 27, 2021

Hancock County

Services - Ralf Black

3 Days Refrigeration	$120.00		
Removal	$125.00		
TOTAL			$245.00

Attachment: 20210517 - Pauper Declaration regarding Ralf Black (8192 : Ratify Pauper Declaration for Ralf Black.)

PROCLAMATION

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Bay St. Louis Police Department, Waveland Police Department and Hancock County Sheriff's Department; and

WHEREAS, the Hancock County Board of Supervisors desires to honor the valor, service and dedication of its own law enforcement officers; and

WHEREAS, it is known that every 57 hours a law enforcement officer will be killed in the line of duty somewhere in the United States, and 187 officers will be seriously assaulted in the performance of their duties. Our county joins the other cities and towns to honor all peace officers everywhere; and

WHEREAS, these individuals are dedicated men and women who serve their communities with honor, integrity and commitment, all while striving to provide the highest level of care so that all can enjoy the highest quality of life; and

WHEREAS, I call upon all citizens in this community to especially honor and show our sincere appreciation for the law enforcement officers of this county by deed, remark and attitude. We call upon them to show their thanks to our men and women who make it possible for us to leave our homes and family in safety each day and to return to our homes knowing they are protected by men and women willing to sacrifice their lives if necessary, to guard our loved ones, property and government against all who would violate the law.

NOW, THEREFORE, BE IT RESOLVED that Hancock County hereby proclaims May 16, 2021 through May 22, 2021 as LAW ENFORCEMENT WEEK in Hancock County, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

Given under my hand and 17th day of May, 2021.

Theresa Ryan
District #1

Greg Shaw
District #2

Kodie Koenenn
District #3

Scotty Adam
District #4

Darrin 'Bo' Ladner
District #5

Scotty Adam, Board President

Attachment: 20210517 - Law Enforcement Proclamation 2021 (8195 : Proclamation for Law Enforcement Week in Hancock County.)

LMC Properties, Inc.
100 South Charles Street, Suite 1400 Baltimore, MD 21201
Telephone 410.468.1000

LOCKHEED MARTIN

April 23, 2021

Mr. Timothy Kellar
Chancery Clerk of Hancock County
Hancock County
152 Main Street, Suite A
Bay St. Louis, Mississippi 39520

Mr. Kellar:

Per the Agreement between Lockheed Martin Corporation, the State of Mississippi and Hancock County, attached please find:

- The executed and notarized Lockheed Martin Corporation (LMC) Certification of Employment for calendar year 2020 at the Stennis, MS facility, and
- Stennis Yearly Average Headcount Summary as of 12/31/2020 which also reflects the cumulative-to-date job surplus credits.

With the facility generating surplus jobs credits in previous years, LMC continues to carry a net-carry forward job credit surplus of 541.75.

Should you have any questions regarding our annual reporting, please contact Teresa Hawkins, Hickey & Associates, LLC at (612) 486-9922. Teresa has coordinated the compliance documents and can provide you with direct assistance.

Thank you,

Julieann B. Dow

Julieann B. Dow
Director, Economic Development
Lockheed Martin Corporate Properties, Inc.

Enclosures: LMC 2020 Certification of Employment
Stennis Yearly Average Headcount Summary – 2020

Attachment: 20210517 - Lockheed Martin Corporation Properties, Inc. (8141 : Spread correspondence and documents from LMC Properties,

CERTIFICATION OF EMPLOYMENT

The undersigned representative of Lockheed Martin Corporation (the "Company"), DOES HEREBY CERTIFY that, as required by the Project Agreement among the Mississippi Development Authority of the State of Mississippi, the County and the Company dated December 1, 2001, from and after December 1, 2004, the Company has created and maintained the net equivalent full-time jobs in accordance with the Project Agreement.

Lockheed Martin Corporation

By: Julieann B. Dow
Julieann B. Dow

Title: Director, Economic Development

SWORN TO AND SUBSCRIBED BEFORE ME on this the 28th day of April, 2024

SEAL

Notary Public State of Florida
Phillip J Bireta
My Commission GG 945976
Expires 01/12/2024

Phillip J Bireta

Notary Public

My Commission Expires:

1/12/2024

Attachment: 20210517 - Lockheed Martin Corporation Properties, Inc. (8141 : Spread correspondence and documents from LMC Properties,

[redacted]

LMC - Stennis MS Monthly/Yearly Average Employment

	Year																		
Month	**2002**	**2003**	**2004**	**2005**	**2006**	**2007**	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
January		101	142	235	203	177	162	243	234	254	394	388	426	365	187	151	141	136	148
February		111	152	234	199	177	153	243	225	257	399	395	424	368	182	149	140	136	149
March		114	183	252	204	172	155	243	228	259	403	395	415	369	183	151	136	137	149
April		109	185	283	202	172	154	242	228	348	404	399	408	369	180	154	134	137	149
May		110	197	284	195	171	153	242	226	365	403	402	403	372	180	153	134	136	150
June		112	184	260	205	181	158	243	228	376	404	420	400	370	179	155	138	145	159
July		113	192	265	196	179	159	243	227	375	401	422	397	368	180	145	140	146	157
August		115	174	265	191	179	155	243	227	374	398	427	387	368	154	144	139	141	150
September		121	179	231	189	168	153	242	227	380	396	424	379	372	154	145	137	144	151
October	93	130	165	233	194	168	148	242	247	386	387	426	357	321	153	144	134	143	148
November	95	140	208	213	183	165	148	240	251	386	388	425	358	318	153	144	133	144	149
December	96	130	208	233	178	160	150	240	250	385	387	429	358	315	152	143	134	143	149
									2798	4145	4764	4952	4712	4275	2037	1778	1640	1688	1808
Average	**94.67**	**117.17**	**160.75**	**249.00**	**195.08**	**172.42**	**154.00**	**242.17**	**233.17**	**345.42**	**397.00**	**412.67**	**392.67**	**356.25**	**169.75**	**148.17**	**136.67**	**140.67**	**150.67**
NSSC Average				**130.86**	**251.00**	**378**	**206**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**	**n/a**
Average Total	**94.67**	**117.17**	**160.75**	**379.86**	**446.08**	**550.42**	**360.00**	**242.17**	**233.17**	**345.42**	**397.00**	**412.67**	**392.67**	**356.25**	**169.75**	**148.17**	**136.67**	**140.67**	**150.67**
	Graced Period Year One	Graced Period Year Two	Graced Period Year Three	First Reporting Year	Second Reporting Year	Third Reporting Year	Fourth Reporting Year	Fifth Reporting Year	Sixth Reporting Year	Seventh Reporting Year	Eighth Reporting Year	Ninth Reporting Year	Tenth Reporting Year	Eleventh Reporting Year	Twelfth Reporting Year	Thirteenth Reporting Year	Fourteenth Reporting Year	Fifteenth Reporting Year	Sixteenth Reporting Year

Target Employment				270.00	270.00	270.00	270.00	270.00	270.00	270.00	270.00	270.00	270.00	270.00	270.00	270.00	270.00	270.00	270.00
Annual Excess Employment Credit Average Total - Target Employment = Excess Employment Credit				109.86	176.08	280.42	90.00	-27.83	-36.83	75.42	127.00	142.67	122.67	86.25	-100.25	-121.83	-133.33	-129.33	-119.33
Cumulative Employment Credit = Carry Forward+Surplus (-Shortfall)				109.86	285.94	566.36	656.36	628.67	591.84	667.25	794.25	936.92	1059.59	1145.84	1045.59	923.75	790.42	661.09	541.75

Attachment: 20210517 - Lockheed Martin Corporation Properties, Inc. (8141 : Spread correspondence and documents from LMC Properties,

Lockheed Martin Proprietary Information

2020 LMC - Stennis, MS - Employment Summary

Month	FT Eligible	FT Not Eligible Hired Prior 9/00	Part-Time-Casual-Non Employee Not Eligible	Eligible Non-LMC Employees (Search Pro Staffing, Jacob and DCMA)	Total Employed	Total Eligible for MOU	Terms or transfer outs during month not included in total Employed	New Hires /Transfer ins during month included in total
January	145	3	0	3	151	148	0	5
February	144	3	0	5	152	149	3	4
March	144	3	0	5	152	149	1	1
April	143	3	0	6	152	149	1	1
May	143	3	1	7	154	150	1	3
June	146	3	1	13	163	159	0	9
July	144	3	1	13	161	157	2	0
August	144	3	0	6	153	150	11	3
September	145	3	0	6	154	151	0	1
October	143	3	0	5	151	148	3	0
November	144	3	0	5	152	149	0	1
December	143	3	0	6	152	149	2	2
						1808		

Eligible for MOU Average 2020	151	150.66667

2019 LMC - Stennis, MS - Employment Summary

Month	FT Eligible	FT Not Eligible Hired Prior 9/00	Part-Time-Casual-Non Employee Not Eligible	Eligible Non-LMC Employees (Search Pro Staffing, HKA and DCMA)	Total Employed	Total Eligible for MOU	Terms or transfer outs during month not included in total Employed	New Hires /Transfer ins during month included in total
January	133	3	0	3	139	136	6	8
February	133	3	0	3	139	136	0	0
March	134	3	0	3	140	137	0	1
April	134	3	0	3	140	137	0	0
May	133	3	1	3	140	136	1	1
June	137	3	1	8	149	145	0	9
July	138	3	1	8	150	146	1	2
August	137	3	0	4	144	141	6	0
September	141	3	0	3	147	144	2	5
October	140	3	0	3	146	143	1	0
November	141	3	0	3	147	144	1	2
December	140	3	0	3	146	143	2	1
						1688		

Eligible for MOU Average 2019	141

Attachment: 20210517 - Lockheed Martin Corporation Properties, Inc. (8141 : Spread correspondence and documents from LMC Properties,

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of 5/21, 2021 ("Effective Date") between

HANCOCK COUNTY BOARD OF SUPERVISORS ("Owner") and

OVERSTREET AND ASSOCIATES, PLLC ("Engineer").

Owner intends to For Engineer to Design, Prepare Construction Drawings and Bid Documents, Construction Administration and Inspections for a Project Consisting of implementing erosion control Measures to provide bank and channel stabilization for drainage channel and roadside ditches as well as replacement of existing culverts (if determined to be necessary) at the south end of Lawrence Ladner Road. ("Project").

Owner and Engineer agree as follows:

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
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Attachment: Lawrence Ladner Rd Contract - Overstreet Fully Executed (8194 : Approve and authorize signature on storm water drainage

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

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

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Attachment: Lawrence Ladner Rd Contract - Overstreet Fully Executed (8194 : Approve and authorize signature on storm water drainage

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.

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 Bid-

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Attachment: Lawrence Ladner Rd Contract - Overstreet Fully Executed (8194 : Approve and authorize signature on storm water drainage

ding 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 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,

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Attachment: Lawrence Ladner Rd Contract - Overstreet Fully Executed (8194 : Approve and authorize signature on storm water drainage

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.

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

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
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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 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,~~

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~~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.

~~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

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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.

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.

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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 33 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, receive information, and render decisions relative to the Project on behalf of each respective party.

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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: Scotty Adam

Title: President

Date Signed: 5/21/2021

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Address for giving notices:

854 Highway 90

Bay St. Louis, MS 39520

Designated Representative (see paragraph 8.03.A):

Same as above.

Title:

Phone Number:

Facsimile Number:

E-Mail Address:

Engineer:

Overstreet and Associates PLLC

By: F. Jason Overstreet

F. Jason Overstreet

Title: President

Date Signed: 5.13.2021

Engineer License or Certificate No. 18601

State of: Mississippi

Address for giving notices:

161 Lameuse Street, Suite 203

Biloxi, MS 39530

Designated Representative (see paragraph 8.03.A):

F. Jason Overstreet, P.E.

Title: President

Phone Number: (228) 967-7137

Facsimile Number: N/A

E-Mail Address: jason@overstreeteng.com

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This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2021.

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 cost-estimating, 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.

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.

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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.

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

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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:

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

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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.

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

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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 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.

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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.

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)

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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 constructability 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.

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~~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.

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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.

~~H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases~~

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~~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 constructability 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.

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This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2021.

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.

A Lump Sum amount based on the following assumed distribution of compensation $ 61,700

1. Lawrence Road Drainage Improvements- Lump Sum Amount to include the following:

Survey:	$ 6,000
Engineering including Bid Phase and Construction Admin:	$ 39,500
RPR:	$ 16,200

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 Reimbursable 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]

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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 $ 6.000.00

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.~~

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2021.

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~~

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This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2021.

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 2021) 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:

Position	Billing Rate
Sr. Principal	$215.00
Principal	$195.00
Professional Engineer V	$185.00
Professional Engineer IV	$165.00
Professional Engineer III	$155.00
Professional Engineer II	$135.00
Professional Engineer I	$125.00
Engineer Intern III	$115.00
Engineer Intern II	$95.00
Engineer Intern I	$85.00
Professional Land Surveyor	$115.00
Senior Project Manager	$135.00
Sr. Survey Crew Chief	$85.00
Sr. Resident Project Representative	$90.00
Engineering Technician III	$80.00
Engineering Technician II	$75.00

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Engineering Technician I	$65.00
CADD Technician III	$90.00
CADD Technician II	$80.00
CADD Technician I	$70.00
Project Technician	$80.00
Administrative/Clerical	$70.00
Surveys with RTK GPS Equipment	$25.00

(See attached)

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This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2021.

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.

6. Shop Drawings and Samples:

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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:

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

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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.

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.

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

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

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

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This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2021.

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: _____

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(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.

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This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2021.

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.

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This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2021.

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).~~

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Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.

2. Make sure that you have the correct version for your word processing software.

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.

2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.

3. If you modify the document, you must follow the instructions in the License Agreement about notification.

4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from EJCDC Design and Construction Related Documents.

You acknowledge that you understand that the text of the contract documents of **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.

License:

You have a limited nonexclusive license to:

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2. Use EJCDC Design and Construction Related Documents in printed form for bona fide contract documents.

3. Copy EJCDC Design and Construction Related Documents into any machine readable or printed form for backup or modification purposes in support of your use of EJCDC Design and Construction Related Documents.

You agree that you will:

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.

2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

You may not use, copy, modify, or transfer **EJCDC Design and Construction Related Documents**, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of **EJCDC Design and Construction Related Documents** in printed or machine-readable format for resale or educational purposes is expressly prohibited.

If you transfer possession of any copy, modification or merged portion of **EJCDC Design and Construction Related Documents** to another party, your license is automatically terminated.

Term:

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from

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the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:
EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or

2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use EJCDC Design and Construction Related Documents even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:
You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

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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

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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

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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 18th , 2021 ("Effective Date") between

HANCOCK COUNTY BOARD OF SUPERVISORS ("Owner") and

Hargrove and Associates, Inc. ("Engineer").

Owner intends to

Hancock County Stormwater Program ("Project").

Owner and Engineer agree as follows:

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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

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

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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.

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 Bid-

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ding 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 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,

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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.

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

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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 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,~~

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~~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.

~~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

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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.

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.

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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 ___ 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, receive information, and render decisions relative to the Project on behalf of each respective party.

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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	Hargrove and Associates, Inc.
By: Scott Adam	By: Jeb Shell
Title: President	Title: CFO
Date Signed: 5/21/2021	Date Signed: 5/18/2021
	Engineer License or Certificate No. E-1587
	State of: Mississippi
Address for giving notices:	Address for giving notices:
854 Highway 90	20 South Royal Street
Bay St. Louis, MS 39520	Mobile, AL 36602
Designated Representative (see paragraph 8.03.A):	Designated Representative (see paragraph 8.03.A):
Same as above	Jeb Shell
Title:	Title: CFO
Phone Number:	Phone Number: 251.476.0605

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

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Facsimile Number:	Facsimile Number: 251.476.4895
E-Mail Address:	E-Mail Address: JShell@Hargrove-epc.com

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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 cost-estimating, 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.

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.

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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.

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

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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:

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

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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.

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

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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 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.

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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.

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)

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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~~.

~~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.

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~~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.

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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.

~~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~~

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~~for completion of each phase of the Project.~~

~~1. 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 , .

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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.

Preliminary Engineering (including estimates, Coordination & preliminary design) $

1. Design & Construction Amount TBD – Lump Sum (15% of estimated construction amount)

2. Outfall- Lump Sum Amount to include the following
   Survey: $
   Engineering (including Bid Phase): $
   RPR: $

3. Clermont Pier Repairs
   Engineering including Bid Phase and Construction Admin: $
   RPR: $

4. Concrete Barrier
   Engineering including Bid Phase and Construction Admin: $
   RPR: $

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]

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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 $

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.~~

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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~~

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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)

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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.

6. Shop Drawings and Samples:

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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:

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

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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.

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.

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

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

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

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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: _____

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(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.

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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.

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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).~~

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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

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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

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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 21, 2021 ("Effective Date") between

HANCOCK COUNTY BOARD OF SUPERVISORS ("Owner") and

Neel-Schaffer, Inc. ("Engineer").

Owner intends to PROJECT 3.04, KAPALAMA DRIVE AT VIC FAYE ROAD

Replace damaged/undersized culverts with adequately sized culverts, restore and reshape ditches and the implement erosion control measures.

The project is located near the intersection of Kapalama Drive and Vic Faye Road, just north of the Diamondhead city limits. Mill Creek, which drains most of the eastern portion of Diamondhead, crosses Kapalama Drive south of the intersection and flows west to Rotten Bayou. The project area is commercially developed with the potential for future development. The existing drainage infrastructure is undersized, resulting in drainage structure failures and erosion at the creek.

("Project").

Owner and Engineer agree as follows:

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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

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, such approval not to be unreasonably delayed or withheld.

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

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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.

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

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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 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.

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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.

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.

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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 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

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(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.

~~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 per-

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formed 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.

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.

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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 ___ 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, receive information, and render decisions relative to the Project on behalf of each respective party.

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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	Neel-Schaffer
By: Scotty Adam	By: Steven A. Twedt, P.E.
	Steven A. Twedt, P.E.
Title: President	Title: Senior Vice President
Date Signed: 5/21/2021	Date Signed: 5/14/2021
	Engineer License or Certificate No. 11221
	State of: Mississippi
Address for giving notices:	Address for giving notices:
854 Highway 90	7772 Howard Avenue
Bay St. Louis, MS 39520	Biloxi, MS 39530
Designated Representative (see paragraph 8.03.A):	Designated Representative (see paragraph 8.03.A):
Same as above	Same as above
Title:	Title:
Phone Number:	Phone Number: 228.374.1211

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

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Facsimile Number:		Facsimile Number:	228.374.1214
E-Mail Address:		E-Mail Address:	steve.twedt@neel-schaffer.com

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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 cost estimating, 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.

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.

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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.

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

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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:

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

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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.

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

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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 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.

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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.

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)

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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~~.

~~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.

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~~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.

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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.

~~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~~

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~~for completion of each phase of the Project.~~

~~1. 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 , .

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Payments to Engineer for Services and Reimbursable Expenses

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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.

Preliminary Engineering (including estimates, Coordination & preliminary design)	$ 46,575.00
1. Project Management	$ 2,580.00
2. Preliminary Design	$ 10,830.00
3. Final Design and Contract Documents	$ 15,780.00
4. Bidding Phase Services	$ 2,360.00
5. Construction Administration	$ 8,730.00
6. Survey Services	$ 2,795.00
7. Geotechnical Investigations	$ 3,500.00

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]

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C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

Resident Project Representation (Hourly not to exceed) $18,800.00

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.

No Estimated Testing Fee $

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.~~

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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~~

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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:

Senior Inspector - $110 per hour

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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.

6. Shop Drawings and Samples:

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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:

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

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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.

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.

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

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

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

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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: _____

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(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.

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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.

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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.
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Attachment: Proj 3.04 Contract - Neel-Schaffer Fully Executed (8194 : Approve and authorize signature on storm water drainage agreements.)

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

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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

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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 21, 2021 ("Effective Date") between

HANCOCK COUNTY BOARD OF SUPERVISORS ("Owner") and

BROWN, MITCHELL & ALEXANDER, INC. ("Engineer").

Owner intends to make drainage improvements at Texas Flat Road Subdivision, as outlined in "Hancock County Watershed – Based Stormwater Assessment and Management Plan" by Waggoner Engineering dated December 2019, and also "Drainage Projects – Inspection Reports" by Digital Engineering dated September 1, 2020.

("Project").

Owner and Engineer agree as follows:

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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

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.~~

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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.

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.

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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 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

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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.

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.

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8.K.2.d

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Packet Pg. 760

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 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

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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.

~~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

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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.

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.

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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 0 pages.

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 40 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, receive information, and render decisions relative to the Project on behalf of each respective party.

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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	Brown, Mitchell & Alexander, Inc.
By: Scott Adam	By: Dux alexander
Title: President	Title: President
Date Signed: 5/21/2021	Date Signed: 5/12/21
	Engineer License or Certificate No. 14208
	State of: Mississippi
Address for giving notices:	Address for giving notices:
854 Highway 90	401 Cowan Road, Suite A
Bay St. Louis, MS 39520	Gulfport, MS 39507
Designated Representative (see paragraph 8.03.A):	Designated Representative (see paragraph 8.03.A):
Same as above	Same as above
Title:	Title: President

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

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Phone Number:	Phone Number: 228-864-7612
Facsimile Number:	Facsimile Number: 228-864-7676
E-Mail Address:	E-Mail Address: dax@bmaengineers.com

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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 – NOT APPLICABLE

~~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 cost estimating, 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.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report~~

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~~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.

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.

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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:

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.

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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.

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

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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 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,

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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.

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

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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 constructability 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.

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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.

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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.

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

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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 constructability 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.

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This is **EXHIBIT C**, consisting of 2 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 Topographic Surveying, Resident Project Representative and Material Testing) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A.

Basic Services shall be paid at 12% of actual construction costs, which is estimated to be $31,200 (12% of Estimated Construction Cost of $260,000)

Tasks Associated with Basic Services include:

a. Design (60%)
b. Bidding (10%)
c. Construction Engineering (30%)

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 Reimbursable 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]

C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, 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.

Topographic Survey	$6,250 Hourly
Resident Project Representative	$8,000 Hourly
Material Testing	$1,000 Hourly
TOTAL ADDITIONAL SERVICES:	**$15,250.00**
Therefore, the total of Basic and Additional Services is estimated to be:	**$46,450.00**

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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.

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, 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~~

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This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, 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 2021) 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 Attachment A: BMA Standard Hourly Rate Schedule – 2021 dated December 29, 2020)

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ATTACHMENT A

BROWN, MITCHELL & ALEXANDER, INC.
STANDARD HOURLY RATES - 2021

Engineering Staff	
Engineer Technician / Co-Op	$60.00
Engineer Technician II	$82.00
Graduate Engineer	$94.00
Engineer Intern I	$96.00
Engineer Intern II	$104.00
Professional Engineer I	$119.00
Professional Engineer II	$135.00
Professional Engineer III	$146.00
Professional Engineer IV	$168.00
Principal Engineer	$198.00
Environmental Staff	
Environmental Scientist	$110.00
Project Representation Staff	
Resident Project Representative I	$79.00
Resident Project Representative II	$84.00
Resident Project Representative III	$90.00
Drafting Staff	
CADD Operator/Drafter	$80.00
Sr. CADD Technician	$90.00
CADD Designer	$116.00
Surveying Staff	
Survey Co-Op	$60.00
Survey Crew Chief	$75.00
Land Surveyor Intern	$89.00
Registered Land Surveyor	$117.00

Alternate personnel may be utilized at their regular hourly rates, which will not exceed listed rates.
These hourly rates are subject to an annual increase of up to 5%.
Prepared: December 29, 2020

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ATTACHMENT A

BROWN, MITCHELL & ALEXANDER, INC.
STANDARD HOURLY RATES - 2021

Surveying Staff (Cont'd)	
3-Man Survey Crew	$167.00
2-Man Survey Crew	$146.00
1-Man Survey Crew	$131.00
OVERTIME:	
3-Man Survey Crew	$199.00
2-Man Survey Crew	$184.00
1-Man Survey Crew	$165.00
Administrative Staff	
Clerical	$48.00
Administrative I	$60.00
Administrative II /Specifications Technician	$69.00
Administrative III	$81.00
Equipment Charges	
Drone (minimum charge, up to half day)	$400.00
Drone (more than half day to all day)	$600.00

Alternate personnel may be utilized at their regular hourly rates, which will not exceed listed rates.
These hourly rates are subject to an annual increase of up to 6%.
Prepared: December 29, 2020

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This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated , .

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.

6. Shop Drawings and Samples:

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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:

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

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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.

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.

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

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

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

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This is **EXHIBIT E**, consisting of 2 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: _____

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(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.

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This is **EXHIBIT H**, consisting of 1 page, 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:

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.

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This is **EXHIBIT I**, consisting of 1 page, 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).~~

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Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.

2. Make sure that you have the correct version for your word processing software.

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.

2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.

3. If you modify the document, you must follow the instructions in the License Agreement about notification.

4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from EJCDC Design and Construction Related Documents.

You acknowledge that you understand that the text of the contract documents of **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.

License:

You have a limited nonexclusive license to:

1. Use EJCDC Design and Construction Related Documents on any number of machines owned, leased or rented by your company or organization.

2. Use EJCDC Design and Construction Related Documents in printed form for bona fide contract documents.

3. Copy EJCDC Design and Construction Related Documents into any machine readable or printed form for backup or modification purposes in support of your use of EJCDC Design and Construction Related Documents.

You agree that you will:

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.

2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

You may not use, copy, modify, or transfer **EJCDC Design and Construction Related Documents**, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of **EJCDC Design and Construction Related Documents** in printed or machine-readable format for resale or educational purposes is expressly prohibited.

If you transfer possession of any copy, modification or merged portion of **EJCDC Design and Construction Related Documents** to another party, your license is automatically terminated.

Term:

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

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Limited Warranty:
EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:
EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or

2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use EJCDC Design and Construction Related Documents even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:
You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

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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

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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

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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 21, 2021 ("Effective Date") between HANCOCK COUNTY BOARD OF SUPERVISORS ("Owner") and Compton Engineering, Inc. ("Engineer").

Owner intends to Professional Services for design and construction of drainage improvements for Hancock County Stormwater Implementation Plan, Project 5.02 Crazy Horse Drive, Hancock County, MS. Design based on Estimated Construction Cost of $650,000.00 provided by Program Manager.

Program description and map provided by Program Manager (Digital Engineering) attached.

("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.

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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

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

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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.

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

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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 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

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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.

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

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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 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

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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.

~~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.

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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.

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

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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, receive information, and render decisions relative to the Project on behalf of each respective party.

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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 Ade	By:
Title: President	Title: President
Date Signed: 5/21/2021	Date Signed: May 21, 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: Geoff@Comptonengineering.com

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

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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.

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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 90 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.

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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 60 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:

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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.

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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

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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.

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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~~.

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~~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.~~

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

23. Geotechnical Investigation (Included in cost proposal)

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.

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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.

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~~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 _____, _____.

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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 – Lump Sum and lump sum percent of construction.

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

Survey* (Lump Sum)	$ 12,000.00
Geotech** (Lump Sum)	$ 8,000.00
Design, Construction Admin & RPR*** (Lump Sum Percent of Actual Construction) 16 weeks @ 20 hour/week	$ 67,556.00

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]

* Survey includes identification of ROW and necessary topo survey of crossings and road corridor. Survey does not include parcel descriptions or field survey for any easement or ROW acquisition.

** Geotech includes 1 deep boring abd potential bridge site and 2 shallow boring at other crossings (1 @ each crossing). Geotech does not include testing during construction.

*** Design amount is to be a Lump Sum of 12% of actual construction initially estimated to be $67,556.00 based on Program Manager provided estimate of construction ($562,968.00 See Attached). Amount includes Design, Construction Admin and RPR. Fee to be adjusted to 12% of Actual Construction.

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C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional 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, ~~plus related Reimbursable Expenses and Engineer's Consultant's charges, if any~~.

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.~~

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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~~

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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)

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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.

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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:

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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.

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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.

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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: _____

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(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.

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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.

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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).~~

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HANCOCK COUNTY STORMWATER PROGRAM

Project 5.02, Crazy Horse Drive

Program Manager: Digital Engineering (DE)
Design Engineer: Compton Engineering, Inc.

Scope of Work

Professional services required to complete the design and construction of drainage improvements, including:

- Obtain necessary preliminary information (site visits, topographic survey, geotechnical investigation, right-of-way and easement requirements, non-environmental permits)
- Complete design of drainage improvements
- Prepare drawings, specifications and cost estimates
- Provide bidding and construction administration services

Items to Note:

- Design Engineer will attend project kick-off meeting with DE and County personnel.
- Design Engineer will update and meet with DE periodically throughout the design process.
- Environmental permitting will be completed by Cypress Environment & Infrastructure, a subconsultant to DE. There will be coordination with design engineer for any required permits.

Project Description:

Project includes three main drainage crossings on Crazy Horse Drive, which is west of Highway 603, in the unincorporated portion of the County. The westernmost culvert, a 60" RCP, drains approximately 0.5 square miles east of Windermere Lane and south of Cuevas Town Road. The center culverts, 2-60" RCP, drains approximately 1 square mile, with the northern extent being bounded by Cuevas Town Road. Orphan Creek crosses through the easternmost culverts, 3-114" RCP, which drain approximately 5.5 square miles, with the eastern extent being Rocky Hill Dedeaux Road. Water drains from north to south through all the culverts. The roadway grade is low and floods in several areas during heavy rain events. Roadside ditches are heavily vegetated and/or are filled with sediment. Culverts may be undersized.

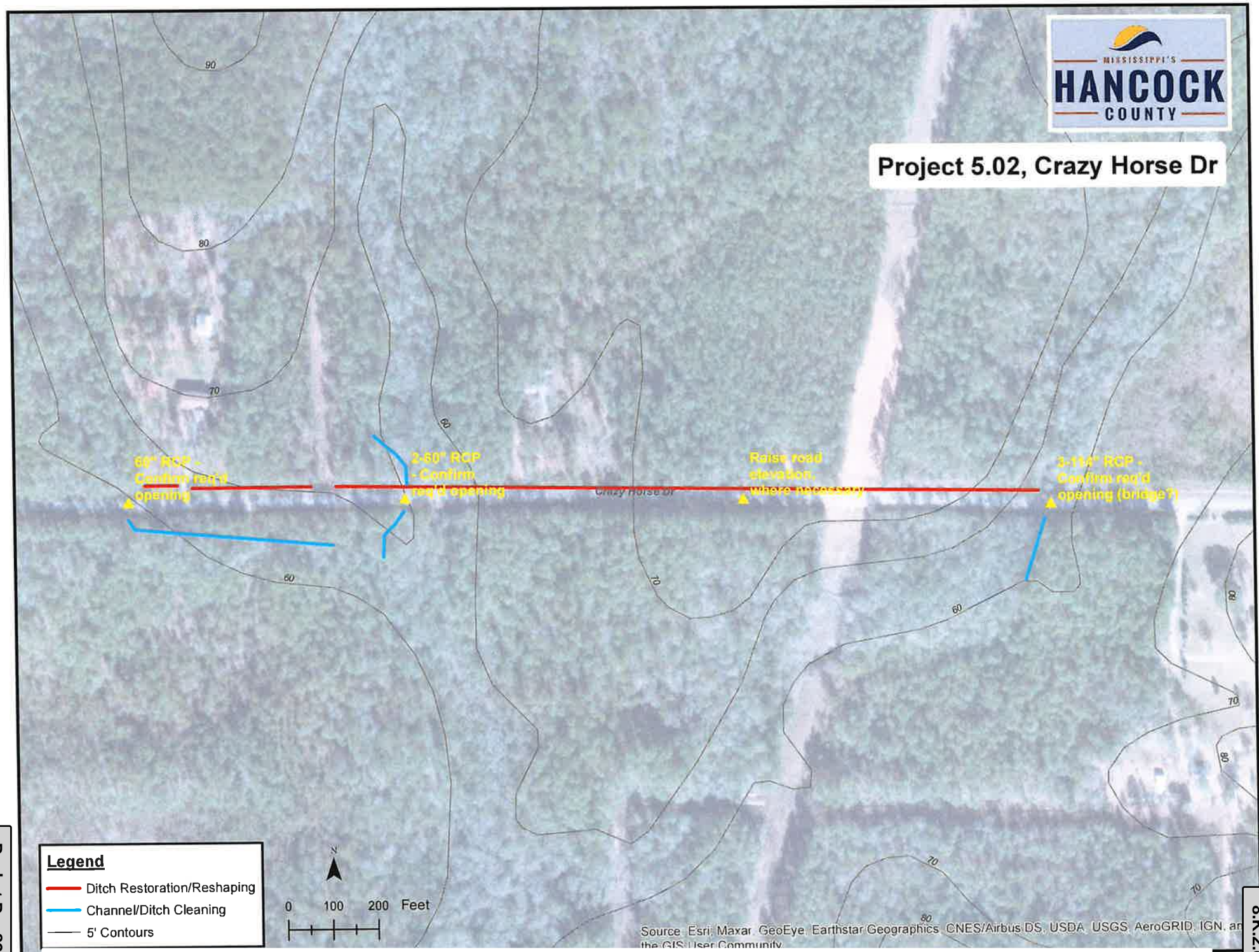
Project will include the following:

- Evaluation of required hydraulic capacity at each drainage crossing and if required, replacement of undersized culverts
- Restoration and reshaping of roadside ditches
- Cleaning of channels upstream and/or downstream of drainage crossings, as necessary
- Evaluation of roadway elevations and if required, raising of roadway

Preliminary Cost Estimate: $650,000

A map of the project area with the drainage issues noted is attached.

Attachment: Proj 5.02 Contract - Compton Engineering, Inc. Fully Executed (8194 : Approve and authorize signature on storm water drainage


MISSISSIPPI'S
HANCOCK
COUNTY
Project 5.02, Crazy Horse Dr
60" RCP - Confirm req'd opening
2-60" RCP - Confirm req'd opening
Crazy Horse Dr
Raise road elevation, where necessary
3-114" RCP - Confirm req'd opening (bridge?)
Legend
Ditch Restoration/Reshaping
Channel/Ditch Cleaning
5' Contours
N
0 100 200 Feet
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Hancock County Storm Water Program Management

Drainage Projects – Inspection Report

Project Number: **5.02 Crazy Horse Drive**

Inspection Date: **12-15-20**

Inspected By: **Ronnie Vanney**

Persons Contacted: **None**

Description of Problem/Issue:

Flooding on the roadway in various sections

Existing culverts and headwalls in poor condition

Roadway ditches show signs of sedimentation

Roadway grade is low and easily flooded

Side drain pipes are overwhelmed or absent

Possible Solutions:

H & H study to determine hydraulic openings needed at all locations.

Replace culverts as needed with box culverts

Raise road elevation as needed

Remove vegetation as needed at inlets and outlets of drainage structures

Comments:

Waggoner report list incorrect drainage structure sizes.

Cross drain furthest west is a 60" RCP that appears to be in good shape. The downstream ditch is parallel to Crazy Horse Dr. There are mature trees between the asphalt and the ditch, removing these trees will provide easier future maintenance of the ditch.

The middle section of cross drains are two 60" RCP which appear to be in good shape. Clearing 100 ft of the inlet and outlet is needed.

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The cross drains furthest east are three 114" RCP which also appear to be in good shape. The headwall is constructed from sack concrete and could be compromised in heavy storm events. Clearing downstream 100 ft will improve drainage flow. Upstream is open and relatively free of obstructions.

I spoke with Vic briefly about the past drainage issues in this area. Vic mentioned that they have made repairs to the existing cross drains in this drainage basin. A few of the RCP sections have separated and fallen down from being undermined. Vic also mentioned that a few sections of the road flood where there are no cross drains. We would need to see if the roadway elevations need to be raised or if additional cross drains need to be installed.

I will look at this project with Vic to get a better idea of where the flooding occurs.

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Hancock County Storm Water Program Management

Drainage Projects – Inspection Report

Project Number: 5.02 crazy Horse Drive

Inspection Date: 2-3-21

Inspected By: Ronnie Vanney

Persons Contacted: Vic Johnson

Description of Problem/Issue:

Possible Solutions:

Comments:

Vic's opinion is that the triple barrel RCP needs to be removed and a bridge is needed. Vic also believes that the asphalt road needs to be raised in a few areas because he has witnessed water flowing over the road in multiple locations.

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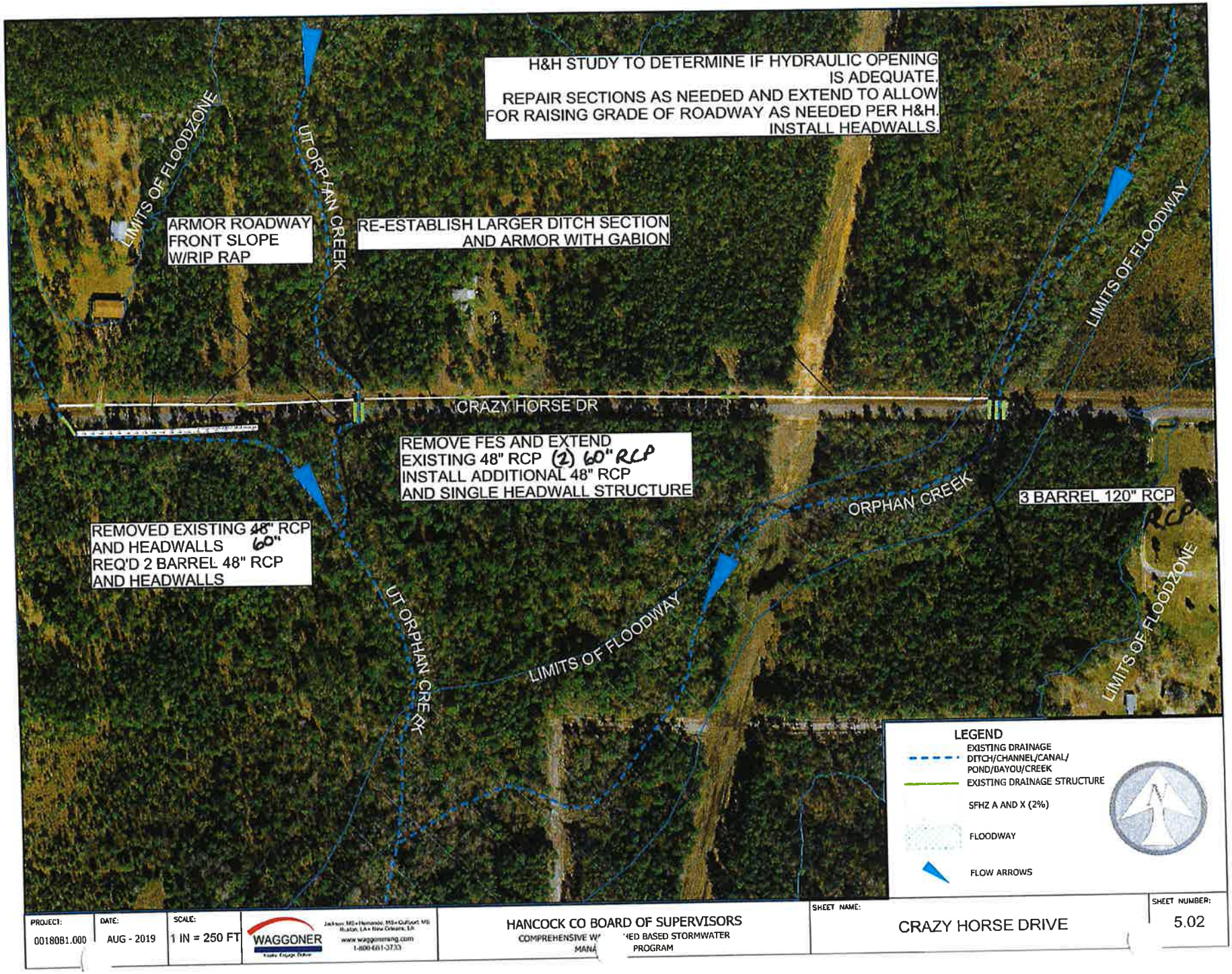
H&H STUDY TO DETERMINE IF HYDRAULIC OPENING IS ADEQUATE.
REPAIR SECTIONS AS NEEDED AND EXTEND TO ALLOW FOR RAISING GRADE OF ROADWAY AS NEEDED PER H&H.
INSTALL HEADWALLS.
LIMITS OF FLOODZONE
UT ORPHAN CREEK
ARMOR ROADWAY FRONT SLOPE W/RIP RAP
RE-ESTABLISH LARGER DITCH SECTION AND ARMOR WITH GABION
LIMITS OF FLOODWAY
CRAZY HORSE DR
REMOVE FES AND EXTEND EXISTING 48" RCP (2) 60" RCP INSTALL ADDITIONAL 48" RCP AND SINGLE HEADWALL STRUCTURE
ORPHAN CREEK
3 BARREL 120" RCP
RCP
REMOVED EXISTING 48" RCP AND HEADWALLS 60" REQ'D 2 BARREL 48" RCP AND HEADWALLS
UT ORPHAN CREEK
LIMITS OF FLOODWAY
LIMITS OF FLOODZONE
LEGEND
EXISTING DRAINAGE DITCH/CHANNEL/CANAL/ POND/BAYOU/CREEK
EXISTING DRAINAGE STRUCTURE
SFHZ A AND X (2%)
FLOODWAY
FLOW ARROWS
PROJECT: 0018081.000
DATE: AUG - 2019
SCALE: 1 IN = 250 FT
WAGGONER
HANCOCK CO BOARD OF SUPERVISORS
COMPREHENSIVE W
MANA
ED BASED STORMWATER PROGRAM
SHEET NAME: CRAZY HORSE DRIVE
SHEET NUMBER: 5.02

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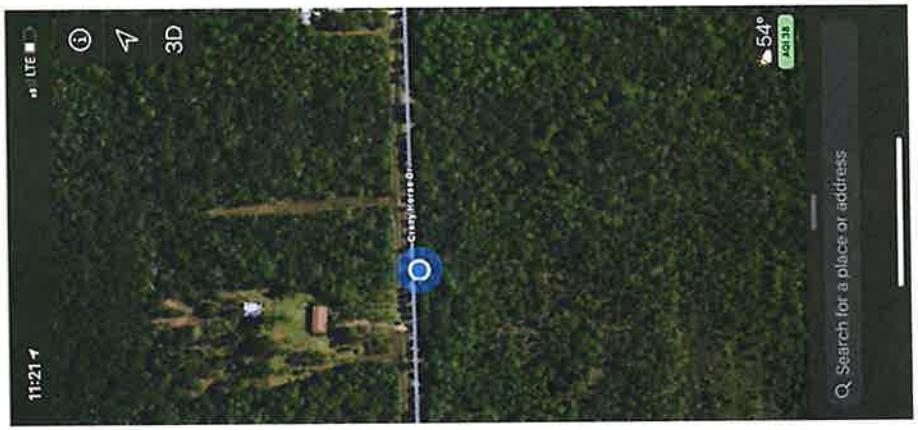
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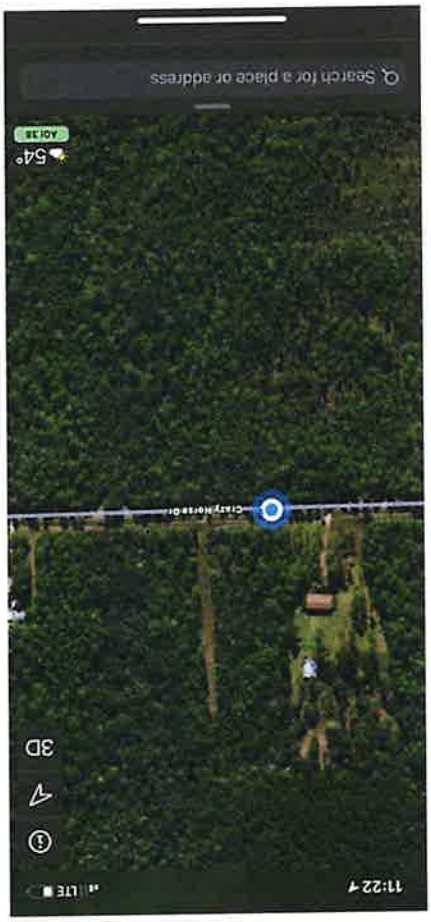

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Hancock County Stormwater Program Management

PROJECT 5.02 - CRAZY HORSE DRIVE

Opinion of Probable Costs

Description	Quantity	Unit	Unit Cost	Total Cost
Construction				
Clearing and Grubbing	1	LS	$5,000.00	$5,000.00
Ditch Restoration	900	LS	$20.00	$18,000.00
Replace Existing Culvert with Upsized Culvert	2	EA	$10,000.00	$20,000.00
Replace Existing Culvert with Bridge	1	EA	$200,000.00	$200,000.00
Headwalls	4	EA	$1,500.00	$6,000.00
Asphalt	880	TON	$100.00	$88,000.00
Base Course	600	CY	$75.00	$45,000.00
Geotextile	2,700	SY	$3.00	$8,100.00
Select Fill	890	CY	$30.00	$26,700.00
Sediment & Erosion Control	1	LS	$15,000.00	$15,000.00
Seeding and Mulch	1	LS	$5,000.00	$5,000.00
Traffic Control	1	LS	$10,000.00	$10,000.00
Mobilization	1	LS	$22,340.00	$22,340.00
			Construction Subtotal	$469,140.00
			Contingency (20%)	$93,828.00
			Construction Total	$562,968.00
Professional Services				
Engineering (Geotechnical, Survey, Design)	1	LS	$50,600.00	$50,600.00
Resident Inspection	1	LS	$21,610.00	$21,610.00
Permitting	1	LS	$10,000.00	$10,000.00
			Professional Services Total	$82,210.00
			PROJECT TOTAL	**$645,178.00**

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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

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
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Attachment: Proj 5.07 Contract - BMA Fully Executed - Pontiac Drive (8194 : Approve and authorize signature on storm water drainage

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

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services
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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of 5-21, 2021 ("Effective Date") between

HANCOCK COUNTY BOARD OF SUPERVISORS ("Owner") and

BROWN, MITCHELL & ALEXANDER, INC. ("Engineer").

Owner intends to make improvements to the drainage system and paving at Pontiac Drive, pursuant to "Hancock County Watershed – Based Stormwater Assessment and Management Plan" by Waggoner Engineering dated December 2019, and also "Drainage Projects – Inspection Reports" by Digital Engineering dated September 1, 2020.

("Project").

Owner and Engineer agree as follows:

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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

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.~~

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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.

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.

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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 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

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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.

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.

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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 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

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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.

~~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

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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.

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.

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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 0 pages.

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 40 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, receive information, and render decisions relative to the Project on behalf of each respective party.

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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	Brown, Mitchell & Alexander, Inc.
By: Scotty Adam	By: Dux Alexander
Title: President	Title: President
Date Signed: 5/21/2021	Date Signed: 5/12/21
	Engineer License or Certificate No. 14208
	State of: Mississippi
Address for giving notices:	Address for giving notices:
854 Highway 90	401 Cowan Road, Suite A
Bay St. Louis, MS 39520	Gulfport, MS 39507
Designated Representative (see paragraph 8.03.A):	Designated Representative (see paragraph 8.03.A):
Same as above	Same as above
Title:	Title: President

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

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Phone Number:	Phone Number: 228-864-7612
Facsimile Number:	Facsimile Number: 228-864-7676
E-Mail Address:	E-Mail Address: dax@bmaengineers.com

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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 – NOT APPLICABLE

~~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 cost estimating, 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.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report~~

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~~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.

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.

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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:

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.

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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.

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

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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 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,

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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.

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

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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 constructability 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.

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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.

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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.

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

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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 constructability 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.

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This is **EXHIBIT C**, consisting of 2 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, Topographic and Easement Surveying, and Material Testing) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A.

Basic Services shall be paid at 12% of actual construction costs, which is estimated to be $74,400 (12% of Estimated Construction Cost of $620,000)

Tasks Associated with Basic Services include:

a. Design (60%)
b. Bidding (10%)
c. Construction Engineering (30%)

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 Reimbursable 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]

C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, 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.

Topographic Survey	$5,000 Hourly
Easement Survey	$3,400 Hourly
(Fee Assumes 3 Easements/County to provide legal assistance)	
Resident Project Representative	$20,000 Hourly
Material Testing	$3,000 Hourly
TOTAL ADDITIONAL SERVICES:	**$31,400.00**
Therefore, the total of Basic and Additional Services is estimated to be:	**$105,800.00**

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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.

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This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, 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~~

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This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, 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 2021) 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 Attachment A: BMA Standard Hourly Rate Schedule – 2021 dated December 29, 2020)

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ATTACHMENT A

BROWN, MITCHELL & ALEXANDER, INC.
STANDARD HOURLY RATES - 2021

Engineering Staff	
Engineer Technician / Co-Op	$60.00
Engineer Technician II	$82.00
Graduate Engineer	$94.00
Engineer Intern I	$96.00
Engineer Intern II	$104.00
Professional Engineer I	$119.00
Professional Engineer II	$135.00
Professional Engineer III	$146.00
Professional Engineer IV	$168.00
Principal Engineer	$198.00
Environmental Staff	
Environmental Scientist	$110.00
Project Representation Staff	
Resident Project Representative I	$79.00
Resident Project Representative II	$84.00
Resident Project Representative III	$90.00
Drafting Staff	
CADD Operator/Drafter	$80.00
Sr. CADD Technician	$90.00
CADD Designer	$116.00
Surveying Staff	
Survey Co-Op	$60.00
Survey Crew Chief	$75.00
Land Surveyor Intern	$89.00
Registered Land Surveyor	$117.00

Alternate personnel may be utilized at their regular hourly rates, which will not exceed listed rates.
These hourly rates are subject to an annual increase of up to 6%.
Prepared: December 29, 2020

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ATTACHMENT A

BROWN, MITCHELL & ALEXANDER, INC.
STANDARD HOURLY RATES - 2021

Surveying Staff (Cont'd)	
3-Man Survey Crew	$167.00
2-Man Survey Crew	$146.00
1-Man Survey Crew	$131.00
OVERTIME:	
3-Man Survey Crew	$199.00
2-Man Survey Crew	$184.00
1-Man Survey Crew	$165.00
Administrative Staff	
Clerical	$48.00
Administrative I	$60.00
Administrative II /Specifications Technician	$69.00
Administrative III	$81.00
Equipment Charges	
Drone (minimum charge, up to half day)	$400.00
Drone (more than half day to all day)	$600.00

Alternate personnel may be utilized at their regular hourly rates, which will not exceed listed rates.
These hourly rates are subject to an annual increase of up to 6%.
Prepared: December 29, 2020

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This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated , .

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.

6. Shop Drawings and Samples:

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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:

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

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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.

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.

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

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

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

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This is **EXHIBIT E**, consisting of 2 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: _____

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(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.

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This is **EXHIBIT H**, consisting of 1 page, 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:

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.

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This is **EXHIBIT I**, consisting of 1 page, 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).~~

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by Merck

1

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Item: 44081	$375.00	Shipping: FREE	

Qty: 1

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Reorder Reminder

Notify Me! Sale & Promo Alerts

Create a Gift List

Inf ion Reviews Shipping & Return Policy

Attachment: 20210517 - Pet Scanner (8187 : Discussion regarding chip reader for the Animal Warden.)